

**APPENDIX C**  
**(SAMPLE CONTRACT)**



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**COMMUNITY AND SENIOR SERVICES**  
**AND**

---

**FOR**  
**CONSULTANT FOR IMPLEMENTATION OF**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**  
**TITLE I INTEGRATED SERVICES PROGRAMS**

**CONTRACT NUMBER \_\_\_\_\_**

**CONTRACT PERIOD APRIL 1, 2016 – MARCH 31, 2019**

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### **PROGRAM EXHIBITS**

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## RECITALS

This Contract, which includes its Exhibits, is made and entered into this **[@ Contract Date @]** by and between the parties below:

**County of Los Angeles**  
**Community and Senior Services**  
(hereafter "County")

County's Business Address:  
**3175 West Sixth Street**  
**Los Angeles, Ca 90020**

and

**[@ Supplier Name @]**  
(hereafter "Contractor")

Contractor's Business Address:  
**[@ Supplier Address Line1 @]**  
**[@ Supplier City @], Ca [ @ Supplier Zip Code @]**

WHEREAS, pursuant to California Government Code Sections 26227 and 31000, County is permitted to contract for Services; and

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act [Title I (Workforce Development Activities), Subtitle B (Workforce Investment Activities and Providers)], the State of California Employment Development Department (hereafter "State") is authorized to implement the Workforce Innovation and Opportunity Act (hereafter "WIOA") and to integrate new WIOA services and service providers into the WIOA Title I Programs Integrated Services model (hereafter "Services"), as defined in Exhibit A (Statement of Work); and

WHEREAS, County has established its Implementation of Workforce Innovation and Opportunity Act Title I Integrated Services Programs (hereafter "Program") and County has entered into an agreement with State wherein State has authorized County to implement the Services and to further the objectives of WIOA; and

WHEREAS, in accordance with WIOA, County has established and maintains the Los Angeles County Workforce Development Board which, in partnership with the Los Angeles County Board of Supervisors, will provide policy guidance and oversight with respect to the activities defined under the job training plan for County; and

WHEREAS, the Program and Services shall be governed by the following regulations: WIOA and all regulations and directives thereto which are promulgated by the United States Department of Labor Employment and Training Administration, State and County; and

WHEREAS, County has received funding to establish and implement the Program and Services and such funding has been authorized by the following regulations: WIOA Title I Subtitle B; and

WHEREAS, County has procured Contractor in order to enter into this Contract with Contractor whereby Contractor shall provide these Services in accordance with all regulations, directives and Program guidelines thereto promulgated by Federal, State and County authorities; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such Services; and

WHEREAS, Contractor further warrants that throughout the entirety of this Contract, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the Program in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on **[Board Date]**, the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Community and Senior Services (hereafter "County's Department Head") or his/her designee to enter, execute and administer this Contract;

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

## **1.0 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B (intentionally omitted), C (intentionally omitted), D, E, F, G1, G2 (intentionally omitted), G3 (intentionally omitted), H, I, J (intentionally omitted), K (intentionally omitted), L (intentionally omitted), M1 (intentionally omitted), M2 (intentionally omitted), M3 (intentionally omitted), N (intentionally omitted), O, P, Q, R, S, T, U, V, W, X, Y (intentionally omitted), Z, and AA (intentionally omitted) are attached to and form a part of this Contract. This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Contractor's Proposal submitted in response to the [ @ Program Name @ ] Request for Proposals (RFP) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Contract may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of



any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Contract and then to the Exhibits according to the following priority:

- 1.6.1 Exhibit A (Statement of Work)
- 1.6.2 Exhibit D (Contractor's Equal Employment Opportunity Certification)
- 1.6.3 Exhibit E (County's Administration)
- 1.6.4 Exhibit F (Contractor's Administration)
- 1.6.5 Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)
- 1.6.6 Exhibit H (Jury Service Ordinance)
- 1.6.7 Exhibit I (Safely Surrendered Baby Law)
- 1.6.8 Exhibit O (Charitable Contributions Certification)
- 1.6.9 Exhibit P (Definitions)
- 1.6.10 Exhibit Q (Accounting, Administration and Reporting Requirements)
- 1.6.11 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.12 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies )
- 1.6.13 Exhibit T (Inventory Control Form)
- 1.6.14 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.6.15 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)
- 1.6.16 Exhibit W (Performance Requirements Summary Chart)
- 1.6.17 Exhibit X (Budget)
- 1.6.18 Exhibit Z (County Recognized Holidays)

## **2.0 DEFINITIONS AND HEADINGS**

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 In the performance of this Contract, Contractor shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Contract (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program provisions; implementing regulations; grant requirements; and, all relevant rules and policies.
- 3.4 Contractor acknowledges time is of the essence in the provision and completion of the Work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.
- 3.5 Intentionally Omitted
- 3.6 Intentionally Omitted
- 3.7 Contractor's performance under the requirements of this Contract will be evaluated during each FY. Contractor shall provide 100% of Services and expend 100% of the Maximum Annual Contract Sum as stated in Paragraph 5.0 (Contract Sum), Exhibit X (Budget), Exhibit Y (Mandated Program Services), and Exhibit W (Performance Requirements Summary Chart).
- 3.8 At County's request, Contractor shall complete a new Exhibit X (Budget) and Exhibit Y (Mandated Program Services) and submit them to County prior to the beginning of each FY.
- 3.9 Contractor acknowledges that this Contract includes Performance Requirements Summary standards (Exhibit W (Performance Requirements Summary Chart)), that will measure Contractor's performance related to the Program. Contractor shall adhere to the required standards and the corresponding acceptable quality level identified in the PRS Chart.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be three (3) years commencing on April 1, 2016, upon execution by the parties, and shall continue through March 31, 2019, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract.
- 4.2 Intentionally Omitted
- 4.3 Contractor acknowledges County maintains databases that track/monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.
- 4.4 Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of

this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit E (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 COST REIMBURSEMENT CONTRACT**

5.1.1 County and Contractor agree that this is a cost reimbursement Contract. County and Contractor further agree that all expenditures represent Contractor's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Contract, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. County shall reimburse Contractor for supplying the Services as set forth in Exhibit A (Statement of Work) and Exhibit X (Budget). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Contractor's true/actual costs and the costs which have been reimbursed to Contractor then County shall remedy such discrepancy(ies) at County's sole discretion.

5.1.2 Contractor shall track all Contract Funds. Contractor shall provide a tracking of Contract Funds during an audit as indicated in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

### **5.2 FUNDING ALLOCATIONS**

#### **5.2.1 Maximum Contract Sum**

5.2.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract (hereafter "Contract Funds"). Contract Funds shall be allocated to Contractor on an annual basis for each Fiscal Year (hereafter "Maximum Annual Contract Sum"). The Maximum Annual Contract Sum for the first Fiscal Year of this Contract is **\$[@ Year 1 Annual Sum @]**. The Maximum Annual Contract Sum for each Fiscal Year following the first Fiscal Year is projected to remain at the level of **\$[@ Year 1 Annual Sum @]**. The combined total of all Maximum Annual Contract Sums to be allocated during the term of this Contract is estimated to be **\$[@ Maximum Contract Sum @]** (hereafter "Maximum Contract Sum"). Contractor acknowledges that both the projected funding for each year after the first year and the projected combined total of all Maximum Annual Contract Sums are estimates only.

5.2.1.2 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon the availability and appropriation of funds from Federal, State and/or local authorities and may be subsequently adjusted to reflect available funding.

5.2.2 **Year 1 Maximum Annual Contract Sum Funding Source(s)**

5.2.2.1 The Maximum Annual Contract Sum for the first Fiscal Year of this Contract (hereafter "Year 1") is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.2.2.2 WIOA Title I Subtitle B funds: **\$[@ Year 1 Annual Sum (WIOA) @]**

5.3 **CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S)**

5.3.1 Contract Funds, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Contract Funds has been assigned both a CFDA program number (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Contractor and its subcontractor(s), if any, are being audited by an independent auditor, Contractor shall provide the following CFDA program information to the independent auditor: CFDA program number; and, name of the assigned Federal Grantor office. This CFDA program information is outlined herein and is only available for the Federal portion(s) of the Contract Funds. In the event that the CFDA program information is not listed herein for all of the Federal monies included in the Contract Funds then the excluded monies are not Federal monies and therefore the CFDA program information is not applicable to them.

5.3.2 **CFDA Program Number(s) and Federal Grantor Funding Source(s)**

5.3.2.1 The CFDA program number for the WIOA Title I Subtitle B Chapter 3 Adult Program portion of the Contract Funds is **17.258 - WIOA Adult Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Employment Training Administration**.

5.3.2.2 The CFDA program number for the WIOA Title I Subtitle B Chapter 3 Dislocated Worker Program and Rapid Response Program portions of the Contract Funds is **17.278 - WIOA Dislocated Worker Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Employment Training Administration**.

5.3.2.3 The CFDA program number for the WIOA Title I Subtitle B Chapter 2 Youth Program portion of the Contract Funds is **17.259 - WIOA Youth Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Employment Training Administration**.

- 5.3.2.4 The CFDA program number for the Veterans Workforce Investment Program (VWIP) portion of the Contract Funds is **17.802 - Veterans' Employment Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Veterans' Employment and Training Service**.

#### **5.4 ASSUMPTION OR TAKEOVER**

- 5.4.1 Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

#### **5.5 LIMITATIONS ON USE OF CONTRACT FUNDS**

- 5.5.1 Contract Funds may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

- 5.5.2 Expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.). Contractor shall comply with the Administrative Requirements and Cost Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Contractor shall be responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.), which is available via the Internet at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

##### **5.5.3 Limitations on Contract Sums**

- 5.5.3.1 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Contract Sum. Any expenditures that exceed the Maximum Contract Sum shall become the sole fiscal responsibility of Contractor.
- 5.5.3.2 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Annual Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Annual Contract Sum. Any expenditures that exceed the Maximum Annual Contract Sum shall become the sole fiscal responsibility of Contractor. Contractor shall only

expend Contract Funds during the Fiscal Year or Program Year for which it is allocated. When Contractor does not expend funding up to the Maximum Annual Contract Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

#### **5.5.4 Prohibitions on Contract Funds**

5.5.4.1 Contractor shall comply with Public Law (PL) 101-121 (31 USC 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all subcontractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

5.5.4.2 No materials, property, or Services contributed to County or Contractor under this Contract shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, no materials, property, or Services contributed to County or Contractor under this Contract shall be used for the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.5.4.3 Contract Funds may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.5.4.4 Contract Funds may not be used to sue the Federal government or any other government entity.

5.5.4.5 Pre-award costs are not an allowable use for Contract Funds.

#### **5.6 75% OF CONTRACT AUTHORIZATION**

5.6.1 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract (the Maximum Annual Contract Sum and the Maximum Contract Sum). Upon occurrence of this event, Contractor shall send written notification to County's Project Director at the address herein provided in Exhibit E (County's Administration).

#### **5.7 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR**

## **TERMINATION OF CONTRACT**

- 5.7.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County's Project Director and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5.8 OTHER CONTRACTS**

- 5.8.1 Contractor shall immediately notify County's Project Director in writing of any contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract. A copy of any such contracts shall be kept on file at Contractor's offices and shall be provided to County upon request. Contractor shall also immediately notify County's Project Director in writing of any default, termination, or finding of withheld payments under such contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract.
- 5.8.2 Contractor warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Contract.

## **5.9 JOINT FUNDING REVENUES**

- 5.9.1 Funds made available under this Contract shall supplement and not supplant any other Federal, State or local funds expended by Contractor to provide Program Services. Contractor certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. To this end, Contractor shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Contract (and annually thereafter). Contractor shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Project Director in the time and manner as designated by County.

## **5.10 INVOICES AND PAYMENTS**

- 5.10.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Payments to Contractor shall be based on the information provided by Contractor as established in Exhibit X (Budget), and Contractor shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Contractor for that Work.

- 5.10.2 Contractor's invoices shall be priced in accordance with the information provided in Exhibit X (Budget).
- 5.10.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) and Exhibit X (Budget), describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.
- 5.10.4 **Submission of Invoices**
- 5.10.4.1 Contractor shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Contractor's Work performed under the requirements of this Contract. Contractor shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Contractor shall submit an invoice for Services provided in October by November 10th for reimbursement). Contractor shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Contractor shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.
- 5.10.4.2 Contractor shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Contractor shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Contractor takes the appropriate measures to adhere to these requirements.
- 5.10.4.3 When Contractor does not incur any expenditures for the month of Service, Contractor shall prepare an invoice as directed by County so that the invoice reflects zero (\$0) expenditures. Contractor shall submit the invoice according to the procedures outlined herein and as further directed by County.
- 5.10.4.4 Contractor is responsible for the accuracy of invoices submitted to County. Contractor shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Contractor and County agree as follows:



- 5.10.4.4.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Contractor that exceeds either the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall return such overpayment to County within thirty (30) days of receiving County's written notification.
- 5.10.4.4.2 When Contractor receives or discovers any overpayment from County, Contractor shall immediately notify County's Project Director in writing of such overpayment. Contractor shall immediately return such overpayment to County's Project Director within thirty (30) days of receiving or discovering the overpayment.
- 5.10.4.4.3 At County's sole election, overpayment made to Contractor may be used to offset future payments due Contractor.
- 5.10.4.5 Contractor shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Contractor shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Contractor's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Contractor's continued non-compliance with County's invoicing policies and procedures may lend Contractor to remedies which County may impose at County's sole discretion.

5.10.5 **County Approval of Invoices**

- 5.10.5.1 All invoices submitted by Contractor for payment must have the written approval of County's Project Director or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10.6 **Payments to Contractor**

- 5.10.6.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as

those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A (Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.2 (Funding Allocations). All payments to Contractor will be made in arrears on a monthly basis for Services performed, provided that Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those Services expressly authorized by this Contract.

5.10.6.2 Payments to Contractor will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Contractor pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Contractor shall promptly adhere to County's instructions for correcting an invoice that is not undisputed in order to prevent any delays in processing payment(s). Until Contractor submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.10.6.3 All payments for Services provided under the terms of this Contract shall be made to Contractor using Contractor's legal name and tax payer identification number. Contractor shall not request payments to be made to third-party vendors (i.e., subcontractors) or any vendor which Contractor may use in the performance of this Contract. For purposes of this Contract, Contractor's legal name is identified as the name on Contractor's articles of incorporation, charter or other legal document that was used to create Contractor's organization.

5.10.6.4 **Direct Deposit Requirements**

5.10.6.4.1 In an effort to reduce costs, Contractor shall receive payments through direct deposit and shall adhere to County's direct deposit requirements. Contractor shall complete a direct deposit authorization form and submit it to County's Project Director in the time and manner as prescribed by County.

5.10.6.5 **Past Due Invoice**

5.10.6.5.1 Any invoice submitted more than thirty

(30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Contract, Contractor and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Contract.

**5.10.6.6 Method of Compensation Adjustment**

5.10.6.6.1 During any Fiscal Year period within the term of the Contract, County, at its sole discretion, has the option of altering the method of payment from full reimbursement for Tasks completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month. County will provide Contractor with at least two (2) weeks advance written notice of its decision to alter the method of payment.

5.10.6.6.2 In no event shall County's decision to alter the method of payment affect the Term, Maximum Annual Contract Sum, Work, or any other provision under the Contract unless such change is made pursuant to a validly executed Amendment to the Contract noting any such change(s).

5.10.7 Contractor's failure to timely submit Contract-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Contractor or other remedies provided by law or this Contract. Such documents shall include, but are not limited to, the following:

5.10.7.1 Exhibit D (Contractor's Equal Employment Opportunity Certification); Exhibit F (Contractor's Administration); Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (Inventory Control Form); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); and Exhibit X (Budget);

5.10.7.2 Those documents outlined in Subparagraph 9.24 (Contract Document Deliverables) and Subparagraph 9.25 (Fiscal Reporting Requirements).

5.10.8      **Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

5.10.8.1      It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

**5.11           INTENTIONALLY OMITTED**

**5.12           INTENTIONALLY OMITTED**

**5.13           CONTRACTOR INDIRECT COSTS**

5.13.1          The maximum amount of Indirect Costs that is payable under the Contract is 10% of Contractor's Maximum Annual Contract Sum. Contractor shall not charge Indirect Costs exceeding the ten percent (10%) maximum to the Contract.

5.13.2          Contractor shall retain its approved indirect cost rate letter and copy of the Indirect Cost Plan documenting the methodology used to determine Indirect Costs on file. Such records shall be maintained in accordance with record retention policies outlined in Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement).

**6.0           ADMINISTRATION OF CONTRACT - COUNTY**

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's Administration). County will notify Contractor in writing of any change in the names or addresses shown.

**6.1           COUNTY'S PROJECT DIRECTOR**

6.1.1          The role of County's Project Director or his/her designee may include:

6.1.1.1          coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.1.1.2          upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.1.1.3          making revisions which do not materially affect the terms and conditions of this Contract in accordance with Subparagraph 9.9 (Modifications); and

- 6.1.1.4 acting on behalf of County with respect to approval of subcontracts and subcontractor employees working on this Contract.

## **6.2 COUNTY'S PROJECT MANAGER**

- 6.2.1 The role of County's Project Manager is authorized to include:
  - 6.2.1.1 meeting with Contractor's Project Manager on a regular basis; and
  - 6.2.1.2 inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.2.2 County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 COUNTY'S CONTRACT PROJECT MONITOR**

- 6.3.1 The role of County's Contract Project Monitor include:
  - 6.3.1.1 verifying Contractor's compliance with the requirements of this Contract;
  - 6.3.1.2 overseeing and monitoring the delivery of Services; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;
  - 6.3.1.3 ensuring that the objectives of this Contract are met.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

A listing of all of Contractor's Administration referenced in the following Subparagraphs is provided in Exhibit F (Contractor's Administration). Contractor will notify County in writing of any change in the names or addresses shown.

## **7.1 CONTRACTOR'S PROJECT MANAGER**

- 7.1.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor shall notify County's Project Director in writing of any change in the name or address of Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Director, County's Project Manager and County's Contract Project Monitor on a regular basis.

- 7.1.3 Contractor's Project Manager must have the qualifications and experience identified in Exhibit A (Statement of Work).

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

- 7.2.1 County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County's Project Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

## **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.3.1 Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification badge (hereafter "badge"). The badge shall be developed in accordance with County's specifications. Contractor shall obtain approval for the format and content of the badge from County's Project Manager prior to Contractor creating, issuing, or implementing use of the badge.
- 7.3.2 Contractor's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Contractor's staff may be asked by a County representative to leave a County facility if they do not have the photo identification badge on their person and Contractor's staff must immediately comply with such request.
- 7.3.3 Contractor shall notify County's Project Director within five (5) days when staff is terminated from working under this Contract. Contractor shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Contractor.
- 7.3.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Contract.

## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.4.1 Each of Contractor's staff performing Services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. For purposes of this Contract, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Contractor or other individuals who perform Services on behalf of Contractor pursuant to this Contract. For

Work performed under this Contract, sensitive positions include the following:

- 7.4.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.4.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.4.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.4.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.4.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Contract. Contractor shall comply with County's request at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.4.4 No personnel employed by Contractor for this Contract shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.4.5 Contractor and its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to County's Project Director. Contractor shall inform its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract of said obligation. Contractor shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.
- 7.4.6 Contractor shall immediately notify County's Project Director of

any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Contractor staff, independent contractor, volunteer staff or subcontractor who may come in contact with children, elderly individuals or dependent adults while providing Services under this Contract when such information becomes known to Contractor. Contractor shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

- 7.4.7 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.5 and Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.



- 7.5.4 Contractor shall sign and also adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which materially affects the Scope of Work, Contract Term, Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.
- 8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Contract shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.
- 8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract shall be prepared by County and executed by Contractor and by County's Department Head or his/her designee.
- 8.1.4 The following events shall also warrant an Amendment to this Contract as described in this Subparagraph 8.1:
- 8.1.4.1 County may initiate a unilateral Amendment to this Contract at any time when required by Federal, State or County laws or policies, and shall immediately notify Contractor of said Amendment and the justification thereto.
- 8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Contract accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Contractor.
- 8.1.5 For any change which does not affect the Scope of Work performed under this Contract, the Contract Term or Contract Sum, and does not otherwise materially change any other term or condition under this Contract, County reserves the right to

initiate such change(s) through a Change Notice. Such Change Notice shall be a written document that is prepared by County at its sole discretion and is signed by County's Project Director or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Contract. Such Change Notice shall be provided to Contractor at least ten (10) days prior to its effective date and Contractor shall adhere to the requirements as specified therein. Contractor's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Contract or other remedies under this Contract as determined by County at its sole discretion.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

- 8.3.1 Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority (hereafter "Contractor's Authorized Representative").

- 8.3.2 Contractor's Authorized Representative must be available to County and/or County's duly authorized representatives during the days and times specified in Exhibit A (Statement of Work). In the event that Contractor's Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Project Director. Such designee shall have the ability and authority to act as a proxy on behalf of Contractor's Authorized Representative, and this authority must also be evidenced in writing by Contractor's Authorized Representative. Contractor's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Contractor's Authorized Representative is not available during the days and times specified in Exhibit A (Statement of Work).

#### **8.4 BUDGET REDUCTIONS**

- 8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract.

#### **8.5 COMPLAINTS**

- 8.5.1 Contractor shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Contract effective date, Contractor shall provide County's Project Director with Contractor's policy for receiving, investigating and responding to Client complaints.
- 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County's Project Director for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Contract Project Monitor of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of

follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to County's Contract Project Monitor within five (5) business days of mailing to the complainant.
- 8.5.8 Contractor shall provide Client an opportunity to anonymously submit a grievance directly to County's Contract Project Monitor. Contractor shall ensure that the contact information of County's Contract Project Monitor is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Contractor shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Contractor. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.
- 8.5.10 At a minimum, Contractor shall incorporate the procedures and provisions of this Subparagraph 8.5 in its written grievance policies.

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures. Contractor shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

- 8.6.3 Contractor's compliance with applicable laws and regulations includes, but is not limited to, adherence to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) and mandatory standards and policies relating to the following: State's energy efficiency regulations (the California Code of Regulations Title 24); the Clean Air Act, as amended (42 USC 7401 et seq.); the Water Pollution Prevention and Control provisions (33 USC 1251); the Clean Water Act/Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); and, Executive Order 11738. County reserves the right to review Contractor's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.
- 8.6.4 Contractor certifies that throughout the entirety of this Contract it shall comply with all Federal and State payroll tax rules and employer tax guides; Contractor shall pay all Federal and State payroll taxes; and, Contractor shall make all tax deposits required by Federal and State laws within the time limits required.
- 8.6.5 Contractor's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Contract, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Contract and may result in termination of this Contract or other remedies available herein.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (42 USC 2000e - 2000e-17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's Equal Employment Opportunity Certification). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit D to County's Project Director in the time and manner as designated by County.
- 8.7.2 Notwithstanding any other provision of law and pursuant to the requirements outlined in California Public Contract Code Section 10295.3, when Contractor has been awarded a contract in the amount of \$100,000 or more, Contractor shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this

Subparagraph, "contract" includes contracts awarded by County to Contractor with a cumulative amount of \$100,000 or more for each Fiscal Year (where the contract funds originate from the State).

## **8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

8.8.1.1 This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (hereafter "Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

8.8.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the

agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Project Director if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County's Project Director. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST**

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible Contractor**

- 8.12.1.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible contractors.

**8.12.2 Los Angeles County Code Chapter 2.202**

- 8.12.2.1 Contractor is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

**8.12.3 Non-responsible Contractor**

- 8.12.3.1 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of



a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was

imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

8.12.5.1 These terms shall also apply to subcontractors of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Project Director in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

- 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY' S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**
- 8.13.1 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County of Los Angeles Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).
- 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
- 8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).
- 8.15 COUNTY'S QUALITY ASSURANCE PLAN**
- 8.15.1 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.
- 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**
- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds

caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL 99-603) as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

- 8.18.1 County and Contractor hereby agree to regard facsimile representations of original signatures (i.e., electronic signatures) of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

- 8.19.1 Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.20, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

- 8.21.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Contract, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality).

**8.23 INDEMNIFICATION**

- 8.23.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

**8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.
- 8.24.2 **Evidence of Coverage and Notice to County**
- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing Services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be

signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Community and Senior Services  
Contracts Management Division  
Attention: County's Project Director  
3175 West Sixth Street  
Los Angeles, CA 90020

8.24.2.6 Contractor also shall promptly report to County's Project Director any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County's Project Director of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

8.24.3.1 County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to

Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Change(s) in Insurance**

8.24.4.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Project Director at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

8.24.5.1 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.7 Contractor's Insurance Shall Be Primary**

8.24.7.1 Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.24.8 Waivers of Subrogation**

8.24.8.1 To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of



recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Subcontractor Insurance Coverage Requirements**

8.24.9.1 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

**8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

8.24.10.1 Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**8.24.12 Application of Excess Liability Coverage**

8.24.12.1 Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.13 Separation of Insureds**

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.14 Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 **County Review and Approval of Insurance Requirements**

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability**

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability**

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or

any Federal occupational disease law.

**8.25.4 Crime Coverage**

8.25.4.1 A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

**8.25.5 Professional Liability/Errors and Omissions**

8.25.5.1 Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**8.25.6 Intentionally Omitted**

**8.25.7 Intentionally Omitted**

**8.25.8 Privacy and Network Security Coverage**

8.25.8.1 Privacy and Network Security coverage (Cyber Insurance) with limits of at least \$5 million providing protection against liability for the following: privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.26 LIQUIDATED DAMAGES**

8.26.1 If, in the judgment of County's Department Head, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Contract that County's Department Head or his/her designee deems are correctable by Contractor over a certain time span, County's Department Head or his/her designee will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County's Department Head or his/her designee may:
- 8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or
  - 8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Contract is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Contract Sum or as specified in Exhibit W (Performance Requirements Summary Chart); or, when this Contract is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be 0.25% of the Maximum Annual Contract Sum or as specified in Exhibit W (Performance Requirements Summary Chart). In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor; and/or
  - 8.26.2.3 Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Exhibit W (Performance Requirements Summary Chart) or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude

utilizing Exhibit W (Performance Requirements Summary Chart) or assessing actual costs of the damage.

**8.27 MOST FAVORED PUBLIC ENTITY**

- 8.27.1 If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

**8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's Equal Employment Opportunity Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material

breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON-EXCLUSIVITY**

8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

**8.30 NOTICE OF DELAYS**

8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

8.31.1 Contractor shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of Services as stated in this Contract. If County's Project Manager or County's Project Director is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

8.32.1 Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Contractor shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: [www.irs.gov](http://www.irs.gov).

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit I (Safely Surrendered Baby Law), of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Project Director or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

8.35.1 Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

**8.37 PUBLICITY**

8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related Clients to sustain itself, County shall not inhibit Contractor from publishing

its role under this Contract within the following conditions:

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.

8.37.2 Without the prior written consent of County, Contractor may indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.37.3 Contractor shall not use or display the official seal of County of Los Angeles or the logo of Community and Senior Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

### **8.38.1 Record Retention Requirements**

8.38.1.1 Contractor shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles. Contractor shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Contract. Contractor shall further maintain on file the entirety of this Contract, its amendments and/or addendums, modifications and all applicable laws, regulations, directives and guidance which are hereby incorporated by reference. Contractor shall ensure that the security and integrity of all records are maintained throughout the entire term of this Contract and during the authorized retention period as outlined below.

8.38.1.2 Contractor shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Contract and no less than five (5) years after the expiration or termination of this Contract unless Contractor receives County's written permission to dispose of any such material prior to such time; until an audit of this Contract has occurred and a written audit resolution has been issued or unless



otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Contract, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Contractor in writing).

8.38.1.3 All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Contractor shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Contractor shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Contractor shall notify County's Project Director in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Project Director upon County's request.

**8.38.2 Access to Records**

8.38.2.1 Contractor agrees that County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract any books, documents, papers and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Contract (or any part thereof) is terminated, Contractor shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Contract. Contractor shall ensure that any resource directories and all Client records remain the property of County upon termination of this Contract, and that they are returned to County or transferred to another contractor as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Contractor shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Contractor in writing.

8.38.2.4 County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Contract; when County determines that Contractor is at a high risk of ceasing its operations during any time within the Contract term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Contractor terminate the contractual relationship. For purposes of this Contract, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.

### 8.38.3 **Monitoring Reviews**

8.38.3.1 Contractor shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Contract-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph 8.38 shall also apply to subcontractors providing Services on behalf of Contractor.

8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Contractor employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Contractor are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Contractor shall be responsible for monitoring the activities of its subcontractor(s) providing Services. Contractor shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Contractor shall ensure that subcontractor(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Contractor.

#### 8.38.4 **Independent Audit Requirements**

8.38.4.1 Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200.500 et seq.) requires that organizations which expend \$750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual audit (either a single audit or a Program-specific audit). When Contractor's organization meets this requirement (as specified in 2 CFR 200.500 et seq.), Contractor shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in 2 CFR 200.500 et. seq. (and any amendments or supplements thereto). Upon auditor's completion of the single audit or the Program-specific audit, Contractor shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in 2 CFR 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Contractor shall submit a copy of the auditor's report to County's Contract Project Monitor within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Contractor for any Fiscal Year (or Program Year), Contractor

shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Contract Funds, the Program and Services. Contractor shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Contract Project Monitor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4.4 If, at any time during the term of this Contract or during the authorized retention period of this Contract as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.38.5 **Failure to Comply With Requirements**

8.38.5.1 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

**8.39 RECYCLED BOND PAPER**

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.40 SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance written approval of County**. Any attempt by Contractor to subcontract without the prior consent of County shall be deemed a material breach of this Contract.
- 8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
- 8.40.2.1 A description of the Work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. Contractor is responsible for notifying its subcontractors of this County right.
- 8.40.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a copy of the fully executed subcontract to County's Project Director within five (5) days of its execution.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance

required by County from each approved subcontractor. Contractor shall ensure delivery of all such certificate of insurance documents before any subcontractor employee may perform any Work hereunder. These documents shall be delivered to:

County of Los Angeles  
Community and Senior Services  
Contracts Management Division  
Attention: County's Project Director  
3175 West Sixth Street  
Los Angeles, CA 90020

- 8.40.9 Amending a subcontract may be initiated by either Contractor or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Contractor shall comply with County's request. All subcontract amendments are subject to review and must be approved in writing by County before they are executed. Contractor shall provide a draft copy of the proposed amendment to County's Project Director, and shall allow County ten (10) days to complete its review process. After County's approval of Contractor's amendment, Contractor shall forward a copy of the fully executed amendment to County's Project Director within five (5) days of its execution.
- 8.40.10 Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of a subcontractor(s) and/or vendor services using Contract Funds.
- 8.40.11 In the event County approves Contractor's request to subcontract any part of the requirements of this Contract, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To this end, Contractor shall include the following provision in the subcontract: This Contract is a subcontract under the terms of a prime contract (identified as Contract Number [ @ PO Document Number @ ]) with County of Los Angeles Community and Senior Services and shall be subject to all of the provisions of such prime Contract. All representations and warranties under this Contract shall inure to the benefit of County of Los Angeles.
- 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
- 8.41.1 Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.
- 8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:
- 8.42.2.1 Stop Work under this Contract on the date and to the extent specified in such notice;
  - 8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;
  - 8.42.2.3 Transfer title and deliver to County all completed Work and Work in process.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement).

## **8.43 TERMINATION FOR DEFAULT**

- 8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:
- 8.43.1.1 Contractor has materially breached this Contract; or
  - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions

of this Subparagraph 8.43.

- 8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.43, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at



(800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of County provided in this Subparagraph 8.45, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

- 8.46.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS**

- 8.47.1 Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any

such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

8.49.1 No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Contract, Contractor shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Project Director in the time and manner as designated by County.

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without

limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

8.53.1 Contractor shall notify and provide its employees, and shall require each subcontractor to notify and provide its employees, information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Contractor and its subcontractor(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC Section 14000.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE**

**9.1.1 Fraud Prevention Reporting**

9.1.1.1 Contractor's staff working on this Contract shall immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

**9.1.2 Child Abuse Reporting**

9.1.2.1 Contractor's staff working on this Contract shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Contractor's staff working on this Contract shall also report such abuse to the Los Angeles County Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Contractor's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

**9.1.3 Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Contractor's staff working on this Contract shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Contractor's staff working on this Contract shall report the abuse and shall submit

all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

#### **9.1.4 Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Contractor or any individual or entity performing Work under this Contract on behalf of Contractor, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Contract Sum (in the event that this Contract is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Contract Sum) or the amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Contractor. For purposes of this Contract, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Contract expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Contract Funds (when the procurement of such assets are authorized in this Contract); violation of conflict of interest requirements; etc.

#### **9.2 AMERICANS WITH DISABILITIES ACT (ADA)**

9.2.1 Contractor shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Contractor's operations. Contractor shall submit demonstrable evidence of such undue financial burden to County in such circumstances.

#### **9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Contract, debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Project Director in the time and manner as designated by County.

**9.4 INTENTIONALLY OMITTED**

**9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES**

9.5.1 Contractor may use Contract Funds to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Prior to the commencement of this Contract (and annually thereafter), Contractor shall complete Exhibit T (Inventory Control Form) and submit it to County's Project Director in the time and manner as designated by County. Contractor shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Contract Funds, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).

9.5.2 This Contract involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Contractor when engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code, Section 17030.

**9.6 LIMITATION ON CORPORATE ACTS**

9.6.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying County in writing no less than thirty (30) days prior to said action. Contractor shall notify County's Project Director immediately in writing of any change in Contractor's corporate name.

9.6.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, County may, at its sole discretion, take any (or all) of the following actions:

9.6.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.

9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.

9.6.2.3 Terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default).

**9.7 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

9.7.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.204.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to

obtain or retain certification as a Local Small Business Enterprise.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.7.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and Contractor knew, or should have known, that the information furnished was incorrect or that the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.7.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.7.4.2 In addition to the amount described in Subparagraph 9.7.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.7.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.7.5 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

## **9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

9.8.1 As a pre-condition to the award of this Contract, Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system (hereafter "WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in all Contract documents).

## **9.9 MODIFICATIONS**

9.9.1 **Modifications to this Contract**

9.9.1.1 This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Contractor to revise its Budget or Services during the Fiscal Year or Program Year without adversely affecting Contractor's ability to fulfill its obligations under this Contract (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit A (Statement of Work)).

9.9.1.1.2 Allows Contractor to fully utilize Contract Funds to fulfill the requirements of this Contract and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Contractor shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Contract. Such Modification provides Contractor some flexibility to operate within the terms of this Contract in order to fully utilize Contract Funds and to achieve Contractor's performance goals. Contractor's request for Modifications, either budgetary or programmatic, must be submitted in writing to County's Project Director. Contractor shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Contractor and granted by County).

## 9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the

original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Contract. A Budget Modification shall not change the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall notify County's Project Director in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall replace any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Contractor's Budget Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number 1 is no longer effective as of that same date).

### **9.9.3 Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A (Statement of Work)) to another is classified as a Program Modification. Contractor shall notify County's Project Director in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall replace any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Contractor's Program Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Program Modification number 1 is no longer effective as of that same date).

## **9.10 NEPOTISM**

9.10.1 Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by Contractor. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

## **9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or



created through Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's Work under this Contract.

- 9.11.2 During the term of this Contract and during the authorized retention period of this Contract, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during the term of this Contract and during the authorized retention period of this Contract, any and all such working papers and all information contained therein.
- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.11.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Subparagraph 9.11.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 shall survive the expiration or termination of this Contract.

## **9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.12.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - 9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
  - 9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 9.12.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.13 PROBATION AND SUSPENSION**

- 9.13.1 Contractor may be placed on probation, suspension or a combination thereof when County determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or when Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for Program performance, the Budget, expenditures, staffing, administration, etc.). County shall notify Contractor in writing in the event that Contractor is placed on probation, suspension or a combination thereof.
- 9.13.2 **Probation**
- 9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Contractor must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the probation. County will determine whether or not Contractor may continue to provide Services during Contractor's

probation and County will notify Contractor in writing of this determination. Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its probation and/or when Contractor is placed on multiple probations (as determined by County at County's sole discretion).

### 9.13.3 **Suspension**

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Contractor, County will institute a temporary curtailment of the Services provided by Contractor and its subcontractor(s), if any, or a combination thereof. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the suspension. When County institutes a temporary curtailment of Services, County shall provide Contractor a written description of the Service(s) being suspended. When applicable, County may also provide Contractor a written determination stating whether or not Contractor may continue to provide non-suspended Services, if any, during the suspension. At County's sole discretion, when Contractor's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Contractor to another contractor for a period of time that will be determined solely by County. Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its suspension and/or when Contractor is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.4 County's written notice of probation or suspension shall set forth the conditions of Contractor's non-compliance as well as the period in which Contractor must correct noted deficiencies. In response to the notice of probation or suspension, Contractor shall submit a written Corrective Action Plan to County's Contract Project Monitor within ten (10) days of the postmark date indicated on the notice from County. Contractor's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any of Contractor's other contracts with County) when Contractor submits a Corrective Action Plan that is not acceptable to County.

- 9.13.6 Contractor shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which County may pursue the remedies for default of Contract, including, but not limited to, reimbursement for all debt collection costs incurred by County.

**9.14 SUSPENSION FOR CONVENIENCE**

- 9.14.1 This Contract may be suspended, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension of Work hereunder shall be effected by written notice of suspension to Contractor specifying the extent to which performance of Work is suspended and the date upon which such suspension becomes effective.
- 9.14.2 After receipt of a notice of suspension and except as otherwise directed by County, Contractor shall:
- 9.14.2.1 Stop Work under this Contract on the date and to the extent specified in such notice, and
- 9.14.2.2 Complete performance of such part of the Work as shall not have been suspended by such notice.
- 9.14.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 9.14.4 Contractor shall be promptly paid for Work properly completed up until the time of suspension, pending proper submission by Contractor of invoice(s) for Work completed up until effective date of Suspension.
- 9.14.5 Suspension shall continue for the period specified in the written notice of Suspension provided to Contractor, unless County provides written notice to resume Work at an earlier date.
- 9.14.6 All other terms and remedies provided in this Contract, including provisions for Termination, shall remain valid during any period of Suspension.

**9.15 TRANSITION OF CONTRACT SERVICES**

- 9.15.1 **Completion of Contract**
- 9.15.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), Contractor shall allow County or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

**9.15.2 Transition Plan**

- 9.15.2.1 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to County. Contractor shall submit said Transition Plan to County's Project Director within the timeframe designated by County in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).
- 9.15.2.2 County shall review Contractor's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with County when Contractor submits a Transition Plan that is not acceptable to County. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

**9.15.3 Elements of the Transition Plan**

- 9.15.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.15.3.2 Contractor's method to communicate with other organizations that can assist in locating alternative Services.
- 9.15.3.3 Contractor's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.15.3.4 Contractor's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.15.3.5 Contractor's method to transfer any confidential medical and Client records to the new contractor in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.
- 9.15.3.6 Contractor's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Contract.
- 9.15.3.7 Contractor's plan to assure for the provision of adequate staff to provide continued care through the remaining term of this Contract.
- 9.15.3.8 A fully documented inventory of all Fixed and

Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Contract Funds during the entire term of this Contract.

- 9.15.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

9.15.4 **Implementation of the Transition Plan**

- 9.15.4.1 Contractor shall implement the Transition Plan that is approved by County. Contractor's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Contractor a Transition Plan and Contractor will implement the Transition Plan provided by County. County will monitor Contractor's progress in carrying out all elements of the Transition Plan.

**9.16 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.16.1 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Los Angeles County Code Chapter 2.205.
- 9.16.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.16.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.16.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
- 9.16.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;
- 9.16.4.2 In addition to the amount described in Subparagraph 9.16.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.16.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.16.5 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

## **9.17 TRAVEL EXPENSES**

9.17.1 Contractor shall obtain prior written approval from County's Project Director for any expenses under this Contract related to travel outside of Los Angeles County.

9.17.2 Contractor shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Contract, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement), above.

9.17.3 Contractor shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.17.4 Contractor shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.17.5 Contractor's non-compliance with the requirements of this Subparagraph will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

## **9.18 DRUG-FREE WORKPLACE**

9.18.1 Contractor and its subcontractors(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Contractor and its subcontractors(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (41 USC 701 et seq.). Contractor and its subcontractor(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Contractor, its subcontractor or both shall subject Contractor to remedies available under the terms of this Contract. Such remedies shall include suspending Contractor's payments, placing Contractor on probation or suspension, terminating this Contract or other available remedies which shall be determined by County at its sole discretion.

9.18.2 Contractor shall provide a written drug-free workplace policy

statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.

- 9.18.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Contractor and its subcontractor(s) operate a drug-free workplace.
- 9.18.4 Contractor shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Contractor shall provide written notice to County's Project Director within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Contractor must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

## **9.19 DATA DESTRUCTION**

- 9.19.1 When Contractor and its subcontractor(s) have maintained, processed, or stored County data and/or information, implied or expressed, Contractor and its subcontractor(s) shall have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the current National Institute of Standards and Technology Special Publication SP 800-88 titled, *Guidelines for Media Sanitization*, which is available on-line at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>. County shall have sole authority to determine when Contractor and any subcontractors shall destroy any such data and/or information as described herein, and Contractor and any subcontractors shall only proceed upon written authorization from County.
- 9.19.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within Los Angeles County, or external to Los Angeles County's boundaries. County must receive within ten (10) business days, a signed document from Contractor which certifies and validates that the data and information were placed in one (1) or more of the following stored states: unusable, unreadable, and/or indecipherable.
- 9.19.3 Subcontractor(s) shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standards and Technology Special Publication SP 800-88 titled, *Guidelines for Media Sanitization*. Subcontractor shall provide County's Project Director with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is



unusable, unreadable, and/or undecipherable.

**9.20 REMEDIES FOR NON-COMPLIANCE**

9.20.1 Contractor agrees to comply with the requirements set forth in the entirety of this Contract as well as the requirements contained in supporting Program legislation and all applicable directives, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); re-obligation of Contract Funds (for purposes of this Contract, re-obligation is the allocation of de-obligated Contract Funds to another current contractor(s) and/or to a new contractor); debarment; and/or termination of this Contract. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

**9.21 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM**

9.21.1 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.211.

9.21.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.21.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.21.4 If Contractor has obtained County certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.21.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.21.4.2 In addition to the amount described in Subparagraph 9.21.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.21.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.21.5 The above penalties shall also apply to Contractor when it has previously obtained proper certification, however, as a result of a change in its status would no longer be eligible for certification, and fails to notify State, Los Angeles County's Internal Services Department and/or other certifying department, of this information prior to responding to a solicitation or accepting this Contract award.

**9.22 INTENTIONALLY OMITTED**

**9.23 INFORMATION TECHNOLOGY SYSTEMS AND DATA SECURITY**

**9.23.1 Contract Management System - Contractor's Gateway**

9.23.1.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Contract. Contractor shall use the System to perform its administrative contracting functions as directed by County.

9.23.1.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Contractor shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/ tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Contract, and/or other remedies/actions which County may take at its sole discretion under the terms of this Contract and/or applicable law or regulation.

**9.23.2 Management Information System**

**9.23.2.1 Intentionally Omitted**

**9.23.2.2 Data Records**

9.23.2.2.1 Intentionally Omitted

9.23.2.2.2 Contractor shall maintain all records and reports, consistent with Subparagraph 8.38 (Records Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or

inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

- 9.23.2.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.5 (Confidentiality), Section 10850 of the California Welfare and Institutions Code, 45 CFR 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

#### 9.23.2.3 **Intentionally Omitted**

### 9.23.3 **Information Integrity and Security**

#### 9.23.3.1 **Information Assets**

- 9.23.3.1.1 Contractor shall have in place operational policies, procedures, and practices to protect Information Assets (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); and County's Board of Supervisors' Policy Manual (Policy Number 5.200 (Contractor Protection of Electronic County Information)).

- 9.23.3.1.2 Information Assets include (but are not limited to):

- 9.23.3.1.2.1 Information collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

- 9.23.3.1.2.2 Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)

9.23.3.1.2.3 Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996.

9.23.3.1.2.4 Medical Information as defined in California Civil Code Section 56.05(j)

9.23.3.1.3 Information Assets include those items which are stored in any media form, paper or electronic.

**9.23.3.2 Encryption on Workstations and Portable Computing Devices**

9.23.3.2.1 Contractor shall encrypt Information Assets including data stored on workstations, portable computing devices (including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media).

9.23.3.2.2 Contractor shall use software and/or hardware encryption methods for stored data in accordance with the following standards:

9.23.3.2.2.1 Federal Information Processing Standard Publication (FIPS) 140-2

9.23.3.2.2.2 National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3)

9.23.3.2.2.3 NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization

9.23.3.2.2.4 NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices

- 9.23.3.2.2.5 At a minimum, Contractor shall use Advanced Encryption Standard (AES) with cipher strength of 256-bit
- 9.23.3.2.2.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of Information Assets, Contractor shall request written approval from County's Project Manager
- 9.23.3.2.3 Contractor shall use software and/or hardware encryption methods for transmitted data in accordance with the following standards:
  - 9.23.3.2.3.1 NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations
  - 9.23.3.2.3.2 NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance
  - 9.23.3.2.3.3 At a minimum, Contractor shall use the Transport Layer Security (TLS) 1.2 (or greater) connection protocol with minimum cipher strength of 256-bit.
- 9.23.3.2.4 In the event that Contractor will have Information Assets on or accessed by mobile devices, Contractor shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Contractor-supplied devices and all applications that may have access to or render Information Assets.
- 9.23.3.2.5 Contractor shall certify its compliance

with the encryption standards noted herein as a condition of executing this Contract. Such certification shall be provided by Contractor in the form and manner as determined by County. Contractor shall maintain compliance with this policy during the term of the Contract and for as long as Contractor maintains or is in possession of Information Assets. In addition to the foregoing certification, Contractor shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement). In the event of Contractor's non-compliance with these requirements, County will require Contractor to develop and execute a corrective action plan. Contractor's failure to comply with this policy may be subject to suspension or termination of this Contract, denial of access to County information technology resources, and/or other actions as deemed appropriate by County.

**9.23.3.3 Disclosure**

- 9.23.3.3.1 Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
- 9.23.3.3.2 Contractor shall protect from unauthorized disclosure the names and other identifying information, concerning Clients receiving Program Services pursuant to this Contract, except for statistical information that does not identify any Client.
- 9.23.3.3.3 Contractor shall not use identifying information for any purpose other than carrying out Contractor's obligations under this Contract. Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account

numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.

9.23.3.3.4 Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

9.23.3.3.5 Contractor may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from Client.

9.23.3.4 **Security Incident Reporting**

9.23.3.4.1 A security incident occurs when Information Assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to County's Project Manager within two (2) business days of detection.

9.23.3.5 **Notification of Security Breach to Clients/Data Subjects**

9.23.3.5.1 Contractor shall give written notice to any Client/data subject whose personal information could have been breached.

9.23.3.5.2 Contractor shall provide such written notice in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.

9.23.3.5.3 Such written notice may be provided electronically or by substitute notice in accordance with State law, regulation, or policy.

9.23.3.6 **Software Maintenance**

9.23.3.6.1 Contractor shall apply security patches and upgrades and shall keep virus

software up-to-date on all systems on which Information Assets are used.

**9.23.3.7 Electronic Backups**

9.23.3.7.1 Contractor shall ensure that all electronic Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of Information Assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

9.23.3.8 Contractor shall ensure that its subcontractor(s) adheres to all of the provisions included in this Subparagraph 9.23.3 (Information Integrity and Security).

**9.24 CONTRACT DOCUMENT DELIVERABLES**

9.24.1 Prior to the execution of this Contract and throughout the entire term of this Contract, Contractor shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit evidence/documentation (Contract Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. These deliverables must be complete (without missing pages) and legible, and shall include:

9.24.1.1 Contract Compliance Documents (as described in Subparagraph 9.24.3)

9.24.1.2 Business Forms (as described in Subparagraph 9.24.4)

9.24.1.3 Reporting Documents (as described in Subparagraph 9.24.5)

9.24.1.4 Other Documents: During the term of this Contract, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.

9.24.2 Contractor shall submit copies of all new or renewed licenses, permits, and certificates to County's Project Manager within five (5) business days of the license, permit or certification award or renewal. Contractor shall immediately notify County of any lapses or expirations of these items. Contractor's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

**9.24.3 Contract Compliance Documents**



9.24.3.1 Contractor shall provide to County's Project Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

9.24.3.1.1 **Business License:** When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e. unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.24.3.1.2 **Certificate of Insurance:** The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage).

9.24.4 **Business Forms**

9.24.4.1 Contractor shall provide to County's Project Manager, by the deadline imposed by County, the following Business Forms:

9.24.4.1.1 **Articles of Incorporation:** This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/ addendums to County within five (5) days of said amendments/addendums being finalized.

- When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.24.4.1.2 **Board of Directors' Resolution:** A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative who will act on behalf of Contractor pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:

- If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

- Contractor's resolution, order, motion or other authorization shall contain the following elements: reference to this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept contract funds. In the event that there is a change in Contractor's Authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

9.24.4.1.3 **Board of Directors Roster:** The roster shall include the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.24.4.1.4 **By-Laws:** This document shall reflect the internal rules which govern Contractor's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five (5) days of them being approved.

9.24.4.1.5 **Complaint Policies and Procedures:** Contractor's policies and procedures for receiving investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).

- 9.24.4.1.6 **Direct Deposit Authorization Form:** Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.
- 9.24.4.1.7 **Organization Chart:** The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it related to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 9.24.4.1.8 **Subcontract:** An executed third-party agreement (as defined in Subparagraph 8.40 (Subcontracting) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment, and addendum.
- 9.24.4.1.9 **Tax Exempt Status Letter:** Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.
- 9.24.4.1.10 **Term and Conditions of Use-User Agreement:** Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use).

9.24.5 **Reporting Documents**

- 9.24.5.1 Contractor shall provide to County's Project Manager, by the deadline imposed by County, the following Reporting Documents:

- 9.24.5.1.1 Intentionally Omitted.
- 9.24.5.1.2 **Closeout Report:** This report shall adhere to the requirements outlined in Sub-paragraph 9.25.2 (Close-Out Reports).
- 9.24.5.1.3 Intentionally Omitted.
- 9.24.5.1.4 **Other Reporting Documents:** From time-to-time, County or its designee(s) may request other documents relating to Contractor's performance, Work, and/or Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

## 9.25 FISCAL REPORTING REQUIREMENTS

9.25.1 Intentionally Omitted

9.25.2 **Closeout Reports**

9.25.2.1 Within thirty (30) days before the end of each FY, Contractor shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals incurred through the last day of the FY. County will notify Contractor of the deadline for submission of the Closeout Report.

9.25.2.2 Contractor must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Contractor has submitted the Closeout Report. Once County has reviewed and accepted Contractor's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Contractor's Authorized Representative.

9.25.2.3 If this Contract is terminated or cancelled prior to June 30th of any FY, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

9.25.3 Intentionally Omitted

9.25.4 Intentionally Omitted

## 9.26 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

9.26.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and 2 CFR Part

25, Contractor shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet (D&B) and should be registered in SAM. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Contractor can obtain a DUNS number at no cost via telephone 1-866-705-5711 or the Internet at <http://fedgov.dnb.com/webform>.

9.26.2 Contractor shall comply with the following requirements:

9.26.2.1 Contractor shall provide a valid DUNS number to County in the time and manner as designated by County.

9.26.2.2 Contractor must keep its DUNS number and maintain an active SAM registration with current information at all times on the website at: <https://www.sam.gov/portal/SAM#1>.

9.26.2.3 If County cannot access Contractor's DUNS information related to this Contract on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in Contractor's data entry for its DUNS number, County will notify Contractor and Contractor must immediately update the information as required.

9.26.3 Contractor's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

## **9.27 UNUSUAL OCCURRENCES AND CRIME**

9.27.1 Unusual occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by Contractor within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or email.

9.27.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or email. Contractor shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.

9.27.3 Contractor shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement). Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

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IN WITNESS WHEREOF, Contractor has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Director of Community and Senior Services, on the day and year first above written. The person(s) signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Contract shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Cynthia D. Banks, Director  
County of Los Angeles  
Community and Senior Services

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Legal Name

\_\_\_\_\_  
Contract Number

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized  
Representative

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
Signature

**OFFICE OF COUNTY COUNSEL**

Mary Wickham, Interim County Counsel

By \_\_\_\_\_  
Lawrence Green  
Deputy County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature



# **EXHIBIT A**

## **STATEMENT OF WORK**

### **CONSULTANT FOR IMPLEMENTATION OF WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TITLE I INTEGRATED SERVICES PROGRAMS**

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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

- 1.1 County of Los Angeles Community and Senior Services (County) administers an array of Federal, State and County programs to the residents of Los Angeles County. Among the Federal programs that County administers are the Workforce Innovation and Opportunity Act (WIOA) Programs, which provides employment and training services to Adult and Dislocated Workers (ADW), Youth, Veterans, as well as Rapid Response (RR) services to employers and their employees affected by downsizings or layoffs.

A key objective of WIOA is to embody an innovative system that focuses on the employer and labor market in order to better address the challenge of connecting job seekers to career pathways in high demand occupations and industry sectors while streamlining workforce operations.

Based on the Workforce Investment Board's (formerly known as the WIB and now recognized as the WDB) 2012 endorsement of WIA redesign guiding principles and their approval of nine major tenets of WIA redesign, County seeks a consultant that will provide technical assistance and hands-on guidance towards the Department's plan to implement the local area approved redesigned Los Angeles County Workforce System based on the Integrated Services (IS) model. The Proposer shall be responsible for leading the deployment of the American Job Centers of California (AJCCs) and Affiliates into the new Workforce System and spearheading collaborative efforts with Department executives, project management teams, and other stakeholder groups required to implement the WIOA Title I Programs into the IS model in Los Angeles County.

These efforts collectively shall fulfill the tasks described in Paragraph 10.0, Specific Work Requirements of this Statement of Work. Contractor's leadership, collaborative abilities, and innovative approach, in concert with County, will be critical in leading the successful execution of the Department's initiative, thus, fulfilling the federal mandate of integrating mandated partners (e.g., Temporary Assistance to Needy Families (TANF), the State of California Employment Development Department (EDD), and sector-based partners) into the AJCC service system while seamlessly transitioning new WIOA service providers into the County's new redesigned services system.

### **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

- 2.1 Prior to modifying or terminating a site or revising hours of service at a previously designated location(s), and before commencing any Tasks or work at any other

location, Contractor shall obtain written consent of County, and shall comply with Appendix C (Sample Contract), Paragraph 9.9, Modifications, as applicable.

2.1.1 Contractor shall inform County in writing and receive written County approval at least 60 days prior to relocation of Contractor's office or site location(s).

2.1.1.1 Contractor shall utilize Exhibit F - Contractor's Administration, of the Contract to identify or update the site locations, as needed.

2.1.2 Specific Tasks or work hours shall not be modified or terminated by Contractor throughout the entire Contract term. Should an emergent need arise, any request for Service or work hour modifications will be reviewed by County on a case-by-case basis.

2.2 All changes must be made in accordance with Sub-paragraph 8.1 – Amendments, of the Contract.

### **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Sub-paragraph 8.15 - County's Quality Assurance Plan, of the Contract.

#### **4.1 Meetings**

Contractor is mandated to attend all scheduled meetings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.1.1 Contractor is required to attend all meetings. Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend

either face-to-face or WebEx meetings pursuant to Exhibit W (Performance Requirements Summary (PRS) Chart).

- 4.1.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

#### **4.2 Contract Discrepancy Report (Statement of Work Exhibit 1)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

#### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 DEFINITIONS**

For a listing of Definitions for this Program, refer to Exhibit P – Definitions of the Contract.

### **6.0 RESPONSIBILITIES**

County's and the Contractor's responsibilities are as follows:

#### **County**

##### **6.1 Personnel**

County will administer the Contract according to Paragraph 6.0 - Administration of Contract – County, of the Contract. Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the operation of this Contract on a monthly basis.

- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with Sub-paragraph 8.1 – Amendments, of the Contract.

## **6.2 INTENTIONALLY OMITTED**

### **CONTRACTOR**

## **6.3 Project Manager**

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during work hours as described in Paragraph 7.0, Hours/Day of Work, under this SOW.
- 6.3.2 Project Manager shall act as a central point of contact with County.
- 6.3.3 Project Manager shall have extensive knowledge of all WIOA Programs, including WIOA Title I Programs and the new IS model.
- 6.3.4 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.5 The Project Manager will plan, organize and direct all administrative and Program activities related to the Program and Contract. The Project Manager will define lines of authority and will develop the roles and parameters of responsibility for staff consistent with established County requirements. In addition, the Project Manager serves as the coordinator/liaison for all funded services under this SOW, ensuring that any communications related to the Contract are conveyed to County. The Project Manager, or their alternate, shall oversee all the daily activities.
  - 6.3.5.1 Minimum Education, Experience and Qualifications: Project Manager must possess and demonstrate the following:
    - 6.3.5.1.1 Bachelor's degree from an accredited college or university;
    - 6.3.5.1.2 Shall have a minimum of 24 months' experience managing social or community services;
    - 6.3.5.1.3 Shall work with County WIOA program staff to assist with integrating new WIOA service providers into the WIOA Title I Programs IS model;
    - 6.3.5.1.4 Ability to speak/read/understand English fluently;

- 6.3.5.1.5 Ability to provide guidance on decisions requiring judgment, and assistance with problem situations;
- 6.3.5.1.6 Administrative ability to explain goals, policies, and procedures and assist staff in adjusting to changes that occur;
- 6.3.5.1.7 Ability to encourage the development of professional growth and upgrading of skills through access to training and current literature;
- 6.3.5.1.8 Ability to evaluate the performance of Contractor staff based on established criteria.

## **6.4 Personnel**

- 6.4.1 Contractor shall assign a sufficient number of employees with the appropriate education, licensure, and experience noted above to perform the required work and capable of establishing effective communication with County as well as WIOA providers. Contractor shall always have a staff member that speaks and understands English with the authority to act on behalf of Contractor in every detail available during work hours.

Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County for Contractor necessary to provide Services hereunder. Such personnel shall meet all qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.

- 6.4.2 Other Staff: Contractor shall also have a sufficient number of qualified and Program-relevant staff with the appropriate education and experience to carry out the requirements of this Contract. The total number of staff shall be based on the method and level of Services provided.

- 6.4.2.1 All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks.

- 6.4.2.2 Use of Volunteers

Volunteers shall be recruited, trained and used by Contractor to expand the provision of Services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Contractor and shall report to the Project Manager (if applicable) or another employee of Contractor as designated by the Project Manager (if applicable).

## **6.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed Tasks and work specified under this Contract is the responsibility of Contractor and must follow the guidelines set forth in Exhibit S, Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-fixed Assets and Supplies, of the Contract. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **6.6 Training**

- 6.6.1 Contractor shall provide training programs regarding the tasks and work specified in this Contract for all new employees and continuing in-service training for all employees. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to Tasks and work under this Contract. Staff must be qualified, sufficient in number to deliver the Tasks adequately, and capable of establishing effective communication with County as well as WIOA providers.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment.
- 6.6.3 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and volunteers).
- 6.6.4 Contractor's Project Manager shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be beneficial for the purpose of this Contract, as well as other trainings designated by County.
- 6.6.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary.
- 6.6.6 Penalties will apply for Contractor's failure to attend all mandated trainings and shall be considered non-compliance with this Contract pursuant to Exhibit W (Performance Requirements Summary (PRS) Chart) and may result in further action pursuant to Paragraph 9.13, Probation and Suspension, and any other applicable Contract provisions.



## **7.0 HOURS/DAYS OF WORK**

- 7.1 Contractor's Office shall be open a minimum eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m.
- 7.2 Contractor shall also ensure that personal telephone contact with Contractor's staff is available to County during Contractor's hours of operation. Contractor shall also ensure that it has a telephone answering machine or voice mail in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner.
- 7.3 Contractor shall ensure that Contractor staff is available to County on a minimum five (5) day-a-week (Monday through Friday) basis (not including County recognized holidays).

## **8.0 WORK SCHEDULES**

- 8.1 Contractor shall submit for review and approval a work schedule to the County Project Director or Project Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Director or Project Manager for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure no disruption in Services.

## **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC WORK REQUIREMENTS**

- 10.1 Specific Tasks and General Requirements: The following include the standards required by County to perform each Task.

### **10.1.1 Specific Tasks**

- 10.1.1.1 **Technical Assistance and Support:** Contractor shall provide support to the County in connection to the program implementation process such as developing and offering

trainings and consultation, as necessary, and shall coordinate other efforts towards the implementation of the WIOA IS model of the Title I Programs.

10.1.1.2 **Response to Requests and Inquiries:** Contractor shall respond to County WIOA program staff regarding any request for information or documents related to WIOA programs within 24 hours.

10.1.1.3 **IS Implementation:** Contractor shall ensure all deliverables are met under the tasks listed below. Each task represents a deliverable that must be completed in order to achieve full implementation of the WIOA IS model, and shall not necessarily be completed in the order listed below.

10.1.1.3.1 **Training Manual of Standard Operating Procedures:** Contractor shall work with County WIOA program staff to develop a preliminary training manual of Standard Operating Procedures for the anticipated WIOA service providers to implement process and program standards, with the goal of achieving uniformity among the WIOA service providers in the provision and oversight of the redesigned WIOA Title I program services.

10.1.1.3.2 **Develop Data-Driven Programmatic Measuring and Monitoring Structure:**

10.1.1.3.2.1 Contractor shall map entire customer flow process (from customer point of program entry to program exit) and clearly define strategies for Individual Employment Plans, Individual Service Strategies, job ready checklists, and specific workshops.

10.1.1.3.2.2 Contractor shall develop job ready checklists for WIOA service providers' use.

10.1.1.3.2.3 Contractor shall define critical staff intervention points related, but not limited to, On-the-Job-Training, Customized Training, Work Experience, and cooperative learning and

corresponding activity codes used in the CalJobs system to identify customer activities.

10.1.1.3.2.4 Contractor shall clearly define customer data entry points defined by the CalJobs/Virtual One-Stop customer tracking and reporting system, and identify implications for non-performance of WIOA service providers.

10.1.1.3.2.5 Contractor shall define roles, responsibilities, and reporting requirements of WIOA service providers under the new IS model.

10.1.1.3.2.6 Contractor shall work in conjunction with CSS' IT staff by providing input for the development of a customer flow digital-dashboard template to be used by CSS to monitor customer's progress and success rate including effective services to employers.

10.1.1.3.2.7 Contractor shall develop guidelines and communications for data analysis of the WIOA service providers' customer data, service data, and partner data to be used in the construction of the customer flow and success rate dashboard.

10.1.1.3.2.8 As directed by County, Contractor shall review and suggests changes, to the written Standard Operating Procedures for WIOA service providers.

10.1.1.3.3 **Policy Review and Revision to Reflect IS Environment:**

10.1.1.3.3.1 Contractor shall review and revise priority of service policies, such as Veterans, low income,

and other target groups for the new IS model.

- 10.1.1.3.3.2 Contractor shall develop functional supervision guidelines for each AJCC and Affiliate service provider similar to those provided by the State of California Employment and Development Department (EDD), which can be found at <http://www.edd.ca.gov>.
- 10.1.1.3.3.3 Contractor shall review current supportive service policies, and revise them according to the new IS model, as appropriate.
- 10.1.1.3.3.4 Contractor shall review current training expenditure policies, and revise them according to the new IS model, as appropriate.
- 10.1.1.3.3.5 Contractor shall review current Right-to-Work requirements, and assess the point at which Right-to-Work Requirements are assessed according to the new IS model, as appropriate.
- 10.1.1.3.3.6 Contractor shall review current CalJobs/Virtual One-Stop data entry guidelines (timeliness, requirements for data entry, verification) for the new IS model and revise them, as appropriate.
- 10.1.1.3.3.7 Contractor shall review current complaint and grievance policies, escalation, and resolution protocols, and revise them according to the new IS model, as appropriate.
- 10.1.1.3.3.8 Contractor shall identify the program services that are required at each WIOA service provider site to ensure consistency in the provision of

services by WIOA service providers.

10.1.1.3.3.9 Contractor shall develop, as needed policies and procedures for business services within the new IS Model.

10.1.1.3.3.10 Contractor shall develop and review, as needed, policies and procedures for WIOA service providers' marketing, branding, and website content requirements.

10.1.1.3.4 **Internal Capacity Building of County and EDD Staff and WIOA Service Provider Staff:**

10.1.1.3.4.1 Contractor shall develop a process for customer flow and service elements, and provide trainings to be used by County, EDD, and WIOA service providers' staff.

10.1.1.3.4.2 Contractor shall track customer, service, and partner performance in the new IS model, and identify areas of deficiency and strength in order to address any potential performance issues and to establish best practices.

10.1.1.3.4.3 Contractor shall provide quality control for programmatic compliance and monitoring in the new IS model, such as but not limited to, monitoring new Resource Sharing Agreements.

10.1.1.3.4.4 Contractor shall develop fiscal monitoring procedures and tools to be used in the new IS model.

10.1.1.3.4.5 Contractor shall develop Continuous Quality Improvement (CQI) feedback methods and

criteria, such as but not limited to, surveys for customer satisfaction.

- 10.1.1.3.4.6 Contractor shall analyze customer data, service data, and partner data to measure program effectiveness.
- 10.1.1.3.4.7 Contractor shall identify potential customer, service, and partner issues with WIOA service providers, and present a plan for resolution to WIOA Program staff.
- 10.1.1.3.4.8 Contractor shall have knowledge of Workforce Intelligence (defined in Exhibit P, Definitions) such as customer assessment, efficiency improvements, program relevance, and WIOA service providers' performance.
- 10.1.1.3.4.9 Contractor shall assist County to build service tools for County, and assist County to engage partners and WIOA service providers to expand the WIOA service providers' capacity. Service tools include, but are not limited to, analyses of the various customer bases such as Veterans, welfare recipients, and persons with disabilities, and re-entry population and additional tools such as various workshops developed to meet the specific population's customer workforce needs.
- 10.1.1.3.4.10 Contractor shall coordinate meetings among WIOA service providers.
- 10.1.1.3.4.11 Contractor shall develop a training curriculum, materials and offer 20 separate group training sessions to County staff

that incorporate key information from each of the task listed in Paragraph 10.0 of this Statement of Work.

**10.1.1.3.5 Ramp up/Implementation Planning:**

- 10.1.1.3.5.1 In consultation with County, Contractor shall disseminate information about new sites, locations, operators and service delivery designs to the public and stakeholders who are included as WIOA mandatory and additional partners (e.g., Programs authorized under Title I of WIOA; Adult, Dislocated Worker, and Youth; Programs authorized under the Wagner-Peyser Act; Adult education and literacy activities authorized under Title II of WIOA, etc.) referenced in WIOA, Title I, Section 121 (b).
- 10.1.1.3.5.2 In consultation with County, Contractor shall identify facilities, and necessary infrastructure for service delivery to assist County in identification of suitable sites for the AJCCs, Affiliates, and access points of customer entry to facilitate the IS customer flow.
- 10.1.1.3.5.3 In consultation with County, Contractor shall develop and provide implementation guidelines based on the IS model, implemented by EDD, Functional Job Descriptions (defined in Exhibit P, Definitions) for the “Welcome,” “Skills Development,” and “Job Getting” Teams for AJCC, EDD, and WIOA program staff.
- 10.1.1.3.5.4 In consultation with County, Contractor shall develop and provide implementation

guidelines based on the co-developed new IS model, implemented by EDD, Functional Supervision Job Descriptions (defined in Exhibit P, Definitions) for the “Welcome,” Skills Development,” and “Job Getting” Teams for AJCC, EDD, and WIOA program and partner staff.

10.1.1.3.5.5 Contractor shall develop and provide County with implementation guidelines to measure and monitor program performance.

10.1.1.3.6 **External Capacity Building with Successful WIOA Service Providers and EDD:**

10.1.1.3.6.1 Contractor shall conduct functional trainings under different IS model scenarios to new WIOA service providers and EDD.

10.1.1.3.6.2 Contractor shall develop a process for mapping a customer’s path throughout the system from point of program entry to program exit, and provide the basis for customer path training to be used by County, EDD, and WIOA service providers’ staff.

10.1.1.3.6.3 Contractor shall provide a customer data entry point process and collaboration methods between WIOA service providers and EDD.

10.1.1.3.6.4 Contractor shall track customer, service, and partner performance in the new IS model and identify areas of deficiency and strength in order to address any potential performance issues.



- 10.1.1.3.6.5 Contractor shall analyze Career Services in the new IS model to identify each activity's performance.
- 10.1.1.3.6.6 Contractor shall conduct cross training of Wagner Peyser, WIOA, and workforce services to new WIOA service providers and EDD.
- 10.1.1.3.6.7 Contractor shall assist in the provision of CalJobs training to WIOA service providers and EDD.
- 10.1.1.3.6.8 Contractor shall identify potential customer, service and partner issues with WIOA service providers and provide resolution.
- 10.1.1.3.6.9 Contractor shall strategically build service tools and engage partners and WIOA service providers to expand service capacity.

#### 10.1.1.3.7 **Implementation of IS Model:**

- 10.1.1.3.7.1 Contractor shall test the functionality and efficacy of the new IS model before implementation of the new system based on, but not limited to, customer services tools referenced in Paragraph 10.1.1.3.4.9.
- 10.1.1.3.7.2 Contractor shall provide a detailed IS model implementation timeline three months from the date of contract execution. The timeline shall, at minimum, consist of the target completion date of each task specified in this Statement of Work with the mutually agreeable deliverable identified.

10.1.1.3.7.3 After WIOA service providers begin providing services, Contractor shall conduct monthly debriefings until such time the County determines that debriefings may occur on a less frequent basis with WIOA service providers to identify their strengths and weaknesses, and shall resolve any potential issues.

10.1.1.3.7.4 Contractor shall develop a regional monitoring and communication plan to streamline communication among WIOA service providers and to share best practices, increase efficiency, and maintain consistency between WIOA service providers.

10.1.1.3.7.5 Contractor shall address WIOA service providers' issues, and process challenges through ongoing dialogue for continuous improvements and adjustments.

10.1.1.3.7.6 Contractor shall establish communication and engagement guidelines between WIOA service providers, EDD, and County staff.

10.1.1.3.7.7 Contractor shall report progress, as needed, to the Board of Supervisors, the Workforce Investment Board, and other stakeholder groups.

10.1.1.3.8 **Professionalization of WIOA Service Providers' Staff:**

10.1.1.3.8.1 Contractor shall develop competencies for WIOA service providers' staff, including but not limited to, administration and management of WIOA program

services, skills, and employment requirements.

10.1.1.3.8.2 Contractor shall identify and develop a credential program for WIOA service providers' staff.

10.1.1.3.8.3 Contractor shall develop an implementation plan for beginning a credential program, which shall include set expectations, goals, and objectives for individuals beginning a credential program.

10.1.1.3.8.4 Contractor shall communicate the importance of professionalization to stakeholders and WIOA service providers.

10.1.1.3.9 **IS Model Implementation Evaluation and Recommendations:**

10.1.1.3.9.1 Contractor shall conduct qualitative and quantitative evaluation of the WIOA IS model implementation, and provide recommendations on WIOA service providers' improvements.

10.1.1.3.10 **Marketing Plan for WIOA Service Providers:**

10.1.1.3.10.1 Contractor shall develop a marketing plan for County and WIOA service providers to utilize for the advertisement of WIOA program services.

10.1.1.3.10.2 Contractor shall assist in the development of a central email domain template for suggested usage by County and WIOA service providers to utilize when advertising WIOA program services.

10.1.1.3.10.3 Contractor shall assist in the development of a central email domain template for County and WIOA service providers to utilize as a central point of contact with County Program Staff.

## **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of Services used in the Performance Requirements Summary (PRS) chart (see Exhibit W - Performance Requirements Summary (PRS) Chart) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

## **13.0 EMERGENCY AND DISASTER PREPAREDNESS**

- 13.1 Notwithstanding Contractor’s and County’s contractual objective to provide Services to eligible persons, Contractor shall make Services available to any person impacted by a nationally-or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.
  - 13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.
- 13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 13.1, as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and subcontractors for reference before, during, and after such emergency event disruption.

## **14.0 COLLABORATIONS**

- 14.1 Contractor is encouraged to form collaborations with County and WIOA providers and stakeholders. Contractor is encouraged to share vital assessment information when needed with County and WIOA providers and stakeholders. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 14.2 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Client information without written consent from County and the Client.

## **15.0 INTENTIONALLY OMITTED**

## **16.0 OTHER PROVISIONS**

### **16.1 PROGRAM SUPERVISION, MONITORING AND REVIEW**

Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized Federal representatives, the right to review and monitor Contractor's facilities, programs, records, or procedures at the discretion of County, State and Federal representatives.

## **17.0 INTENTIONALLY OMITTED**

**EXHIBIT B**  
**INTENTIONALLY OMITTED**

**EXHIBIT C**  
**INTENTIONALLY OMITTED**

## EXHIBIT D (CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION)

### GENERAL CERTIFICATION

In accordance with Los Angeles County Code Section 4.32.010, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. ☐ Yes ☐ No
2. Contractor periodically conducts a self-analysis or utilization analysis of its workforce. ☐ Yes ☐ No
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. ☐ Yes ☐ No
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals and/or timetables. ☐ Yes ☐ No

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Contractor's Name

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Contract Number

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Internal Revenue Service Employer Identification Number

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Name of Authorized Representative (Print)

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Title of Authorized Representative

---

Authorized Representative's Signature

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Date



## EXHIBIT E (COUNTY'S ADMINISTRATION)

**FISCAL YEAR:** 2016/17

### COUNTY'S DEPARTMENT HEAD

Name: Ms. Cynthia D. Banks  
Title: Director  
Address: 3175 West Sixth Street  
Los Angeles, Ca 90020  
Telephone: (213) 637-0798  
E-Mail Address: [cbanks@css.lacounty.gov](mailto:cbanks@css.lacounty.gov)

### COUNTY'S PROJECT DIRECTOR

Name: Ms. Carol Domingo  
Title: Program Manager  
Address: 3175 West Sixth Street  
Los Angeles, Ca 90020  
Telephone: (213) 639-6339  
E-Mail Address: [cdomingo@css.lacounty.gov](mailto:cdomingo@css.lacounty.gov)

### COUNTY'S PROJECT MANAGER

Name: Ms. Maggie Mireles  
Title: Program Manager  
Address: 3175 West Sixth Street  
Los Angeles, Ca 90020  
Telephone: (213) 738-2198  
E-Mail Address: [mmireles@css.lacounty.gov](mailto:mmireles@css.lacounty.gov)

### COUNTY'S CONTRACT PROJECT MONITOR

Name: Mr. Paul Goldman  
Title: Assistant Director  
Address: 3175 West Sixth Street  
Los Angeles, Ca 90020  
Telephone: (213) 738-2783  
E-Mail Address: [pgoldman@css.lacounty.gov](mailto:pgoldman@css.lacounty.gov)

## EXHIBIT F (CONTRACTOR'S ADMINISTRATION)

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

### CONTRACTOR'S PROJECT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### NOTICES TO CONTRACTOR SHALL BE SENT TO:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**INVOICES – AUTHORIZED SIGNER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

***Signature:*** \_\_\_\_\_

**BUDGET ANALYST:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **EXHIBIT G1 (CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)**

### **GENERAL INFORMATION:**

Contractor has entered into this Contract with County of Los Angeles to provide certain Services to County. County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

### **CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors and independent contractors (Contractor's Staff) that will provide Services in this Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of Work under this Contract.

Contractor understands and agrees that Contractor's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Contractor's Staff's performance of Work under this Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

### **CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with County of Los Angeles. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County Work, County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of Work to be provided by Contractor's Staff for County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to this Contract. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving Services from County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under this Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to Contractor's Staff during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Confidentiality Agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor shall report such violations to County's Project Manager.

Contractor and Contractor's Staff acknowledge that violation of this Confidentiality Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that County of Los Angeles may seek all possible legal redress.

---

Contractor's Name

---

Contract Number

---

Name of Authorized Representative (Print)

---

Title of Authorized Representative

---

Authorized Representative's Signature

---

Date

## **EXHIBIT H (CONTRACTOR EMPLOYEE JURY SERVICE)**

Los Angeles County Code  
Title 2 (ADMINISTRATION)  
Chapter 2.203.010 through 2.203.090  
Contractor Employee Jury Service

### **2.203.010 Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

## **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002).



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

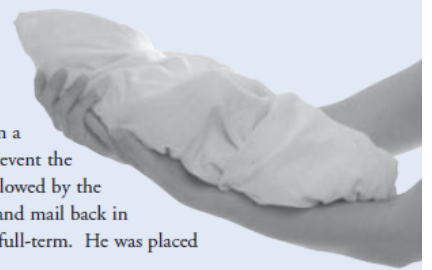
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT J**  
**INTENTIONALLY OMITTED**

**EXHIBIT K**  
**INTENTIONALLY OMITTED**

**EXHIBIT L**  
**INTENTIONALLY OMITTED**

**EXHIBIT M1-M3**  
**INTENTIONALLY OMITTED**



**EXHIBIT N**  
**INTENTIONALLY OMITTED**

## EXHIBIT O (CHARITABLE CONTRIBUTIONS CERTIFICATION)

The Nonprofit Integrity Act (Senate Bill 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your organization:**

- ☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of this Contract, Contractor will timely comply with them and provide County's Project Director a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law. Attached is a copy of Contractor's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

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Contractor's Name

---

Contract Number

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

---

Name of Authorized Representative (Print)

---

Title of Authorized Representative

---

Authorized Representative's Signature

---

Date

## EXHIBIT P DEFINITIONS

All definitions are listed in alphabetical order:

- **Affiliate:** A workforce service delivery site offering a more limited set of employment and training activities than an AJCC. Affiliates are not required to have separate Memoranda of Understanding, Partner presence, or partner funding in place with required partners. Each Affiliate must be affiliated with an AJCC in the local area.
- **American Job Center of California (AJCC):** An AJCC provides Program Participants access to Career Services (formerly, Core and Intensive Services under WIA), Training Services, Job Placement, Supportive Services, post follow-up services, and information workshops.
- **Basic Skills:** Basic education skills including reading comprehension, math computation, writing, speaking, listening, problem solving, reasoning and the capacity to use these skills in the workplace.
- **Budget:** The document that sets forth the revenues to be received by Contractor and costs to be expended by Contractor for providing the services outlined in the Contract, segregating direct and indirect Costs for the work to be provided by the Contractor.
- **Career Assessment:** An assessment that helps the skill/talent development team learn more about the jobseeker's interests, skills, values, and preferences as they relate to choosing a career.
- **Career Pathways:** A combination of rigorous and high-quality education, training, and other services that build a job seeker's marketable skills and strengths in relation to the qualifications identified by businesses in high-growth industry sector occupations with clear pathways for career advancement.
- **Client/Customer:** Customers are individuals who access any AJCC universal services, but do not enroll in WIOA Title I Program services. Those customers who enroll in any WIOA Title I Programs are considered Program Participants.
- **Client Services/Customer Services:** Are the range of services offered through WIOA Title I Programs by an approved AJCC.
- **Close-out Report:** A report due at the end of the fiscal year which documents the results of the activities performed.

## **EXHIBIT P DEFINITIONS**

- **Contract:** The agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A (Statement of Work).
- **Contract Funds:** The monies allocated to Contractor under the terms of this Contract as reflected in Paragraph 5.0 (Contract Sum). Contract Funds may also be referred to as Program Funds or Grant Funds.
- **Contractor:** The sole proprietor, partnership, or corporation that has entered into this Contract with County to perform or execute the work covered by Exhibit A (Statement of Work).
- **Contractor's Project Manager:** The individual designated by Contractor to be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Director, County's Project Manager and County's Project Monitor on a regular basis.
- **County:** Unless otherwise specified, "County" refers to County of Los Angeles Community and Senior Services, which has entered into this Contract (including its Exhibits) with Contractor.
- **County's Project Monitor:** The individual responsible for conducting monitoring activities, verifying Contractor's compliance with the requirements of this Contract and overseeing the delivery of Services (see below for definition of Services).
- **County's Project Director:** The individual responsible for providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; making revisions which do not materially affect the terms and conditions of this Contract in accordance with Appendix A (Sample Contract) Paragraph 9.9 Modifications; and act on behalf of County with respect to approval of subcontracts and subcontractor employees working on this Contract.
- **County's Project Manager:** The individual responsible to meet with Contractor's Project Manager on a regular basis; and inspect any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Contractor.
- **Customer Training:** Training that: 1) is designed to meet the special requirements of an employer or group of employers; 2) is conducted with a commitment by the employer(s) to employ an individual upon successful completion of the training; and 3) not less than 50 percent of the cost of the training is paid by the employer(s).

## EXHIBIT P DEFINITIONS

- **Employee:** An individual who is hired by Contractor to provide services under the requirements of the Contract.
- **Employment Services:** Are the AJCC activities such as job search assistance, including career counseling, job placement, internships, job shadowing, and training opportunities that help job seekers find jobs.
- **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.
- **Functional Job Descriptions:** Descriptions of the functional areas/teams at an AJCC or satellite that comprise of the “Welcome Team” (orientation, initial assessments, etc.); “Skills Development Team” (in-depth assessment, career planning, etc.); and “Job Getting Team” (job identification, resume assistance, etc.).
- **Functional Supervision Job Descriptions:** Descriptions of supervision of the functional areas/teams at an AJCC or satellite that comprise of the “Welcome Team” (orientation, initial assessments, etc.); “Skills Development Team” (in-depth assessment, career planning, etc.); and “Job Getting Team” (job identification, resume assistance, etc.).
- **Individual Employment Plan (IEP):** An individual plan for adults and dislocated workers which includes an employment goal (including consideration of nontraditional employment), appropriate achievement objectives and the appropriate combination of training and support services for the participant based on the objective assessment.
- **Individual Service Strategies:** An individual plan for Out-of-School Youth (OSY) which includes an employment goal (including consideration of nontraditional employment), appropriate achievement objectives and the appropriate combination of training and support services for the participant based on the objective assessment. Program to provide definition.
- **Industry Sectors:** A group of companies that operate in the same segment of the local economy or share a similar business type. A sector refers to a large segment of the local economy while industry is defined by a much more specific group of companies or businesses.
- **Integrated Services (IS):** A workforce system that integrates information on all partner AJCC services into a single access point such as informational workshops which informs and engages customers. The partners at each AJCC include WIOA Adult, Dislocated Worker, Youth, and EDD Wagner-Peyser on site as well as access to services of the WIOA mandated partners such as TANF, Vocational Rehabilitation, and Adult Education and Literacy.

## EXHIBIT P DEFINITIONS

- **Labor Market Information (LMI):** This shows the County of Los Angeles economic health in order to help people understand the County's economy and make informed labor market choices, by providing information on economic indicators such as size of industries, occupations, population, and census projections of employment, unemployment and labor force wages. The LMI also explores current wages and trends by occupation, compares local wages, compares employment trends among occupations and districts, identifies fast growing occupations, uncovers occupations with most openings, and locates occupations with largest employment.
- **On-the-Job Training:** Training by an employer that is provided to a paid participant while engaged in productive work that:
  - Provides knowledge or skills essential to the full and adequate performance of the job;
  - Provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
  - Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.
- **Outcome Measures:** Outcome measures are results oriented and look at whether the program has been effective in achieving its goals.
- **Performance Measure:** A method by which WIOA Program performance is evaluated. Performance standards are established for the performance measures in order to determine whether the basic objectives of the WIOA Title I Programs are being met.
- **Performance Requirements Summary (PRS) Chart:** The Contract document which provides the minimum required services of the Contract, and summarizes the key performance indicators that will be monitored during the Contract term. Contractor shall adhere to the requirements outlined therein.

The Performance Requirements Summary Chart also lists examples of the types of documents that will be used during County's monitoring review of Contractor, as well as the standards of performance and the acceptable quality level of performance that Contractor shall meet.

- **Pre-employment Transition Workshops:** A form of job search assistance provided in a group setting. Usually job clubs provide instruction and assistance in completing job applications and developing

## EXHIBIT P DEFINITIONS

resumes and focus on maximizing employment opportunities in the labor market and developing job leads. Many job clubs use telephone banks and provide group support to participants before and after they interview for job openings.

- **Program Participant:** An individual who has been determined eligible to participate in WIOA Title I Programs and has received a staff assisted service in either a physical location (e.g. at an AJCC or Satellite site) or remotely through electronic technologies.
- **Sector Focused Partnerships:** An arrangement in which businesses in the same industry share similar workforce characteristics within the Los Angeles County come together to advance their mutual workforce needs.
- **Service(s):** The specific tasks to be provided (or the work to be performed) by Contractor under the terms of the Contract as described in Exhibit A (Statement of Work).
- **Staff:** Unless otherwise stated, refers to an individual or a group of individuals who are Contractor's Employee(s) and/or volunteers who provide services.
- **Subcontracting:** Written agreement between Contractor and third party agency to assign specific obligations of the Contract to third party agency and hold third party agency to the terms of Contract entered into by Contractor and County.
- **Volunteer:** means an individual who provides services without pay, but may receive reimbursement for expenses. Volunteers may be part of Contractor's Staff, as defined above, but are not employees of Contractor or County.
- **Workforce Innovation and Opportunity Act (WIOA) Services:** WIOA services are comprised of employment services and job training programs offered to employers, and those who are looking for employment under the WIOA Title I Programs.
- **Workforce Intelligence:** Consists of gathering local and regional workforce information to identify the occupations and or industries that will provide the best opportunities for long-term employment.

## **EXHIBIT Q (ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)**

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Contractor.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Contractor's accounting and financial reporting systems. Contractor certifies that throughout the entirety of this Contract, it shall maintain the required level of staffing as outlined in this Contract. Therefore the internal control standards described herein are those that apply to Contractor's organization and Contractor shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Contractor's subcontractors must also follow these standards unless otherwise stated in this Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 Basis of Accounting**

Contractor shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Contractor shall adhere to the requirements set forth therein. Contractor may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Contractor using accrual information and shall be submitted as directed by County.

#### **1.1 County recommends the use of the accrual basis for recording financial transactions.**

##### **Accrual Basis**

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### **Accruals**

Accruals shall be recorded observing the following:



- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Contractor elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Contract Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Contractor shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Contractor shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Contractor shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

<u>Example:</u>	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

## 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain the following column headings (minimum requirements):

- Date
- Receipt Number
- Cash Debit columns
- Income Credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (entries in the description column must specify the source of cash receipts)

## 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain the following column headings (minimum requirements):

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each Program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

#### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of Contractor's programs (both County and non-County programs).

#### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- County recommends that Contractor use the expense account titles on the monthly invoice submitted to County.
- If Contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

#### 2.6 Payroll Register

County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

Contractor will ensure compliance with all applicable Federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Contractor shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Contract. At the discretion of County, Contractor will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

## 3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Contractor's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section II.C (Loss, Destruction or Theft of Assets). Contractor shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit Q. Contractor shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Contractor for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

If the allowability of expenditures cannot be determined because Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in 2 CFR 200.302, the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Contract Funds. Unsupported disbursements will be disallowed upon audit. Contractor will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Contractor shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Contractors shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Contractor obtains prior written approval of County to use a specific type of alternative documentation.

**Payroll** – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Contractor's personnel file shall contain proof that employees have the required licenses/certifications.

**Consultant Services** – contracts (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Contractor shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

**Travel** – prior, written approval from County's Project Director for travel expenses related to providing Services under this Contract; written travel policies of Contractor; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Contractor shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Contractor's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Contractor hereunder.

Reimbursement rates for mileage shall not exceed applicable County guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Contractor may also maintain vouchers, purchase orders, requisitions, etc.

**Vehicle Expenses** – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

**Loans from Employees/Related Parties** – Loans to Contractor by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Contractor bank account. Contractor shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Contract. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

### 3.3 Payments to Affiliated Organizations or Persons

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization/persons.

Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to Contractor or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Contract. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

#### 3.4 Filing

All relevant supporting documentation for reported Program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

#### 3.5 Referencing

Accounting transactions posted to **Contractor's** books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Contractor's books be cross-referenced to the supporting documentation as follows:

- Invoices – Vender name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

#### 4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Contract must be utilized on allowable Contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed



restricted revenue that must be utilized on allowable expenditures, or returned to County.

## 5.0 Audits

For routine audits and inspections, Contractor will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Contract and for the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Contractor's fiscal operations and contract compliance at any time, without prior notice to Contractor seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

## B. INTERNAL CONTROLS

Internal controls safeguard Contractor's assets from misappropriations, misstatements or misuse. Contractor shall prepare necessary written procedures establishing internal controls for its staff. Contractor shall instruct all of its staff in these procedures and continuously monitor operations to ensure compliance with them.

### 1.0 Cash Receipts

#### 1.1. Separate Bank Account or Cost Center

All Contract Funds shall be maintained in a bank account. Contract Funds shall be used exclusively for Services funded under this Contract and shall not be commingled with any other monies of Contractor. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

## 1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one (1) day of receipt. Collections of less than \$500 may be held, and shall be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If Contractor can establish that a larger limit is warranted, Contractor may request authorization from County to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Contractor shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

## 1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Contractor's accounting records.

## 1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 Disbursements

### 2.1 General

All disbursements (other than those made for petty cash, purchases) shall be made using Contractor's check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

## 2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

## 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County's Project Director to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor

disbursements (under \$10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

## 2.4 Credit Cards

The use of credit cards, both Contractor issued credit cards and an employee's personal credit card used on behalf of Contractor, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in Contractor's name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by Contractor management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased the employee making the purchase, and the justification for the purchase. Credit card statements are not sufficient support for credit card purchases.

## 3.0 Timekeeping

### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Contractor's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Contractor utilizes electronic timecards and time reports, Contractor must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time

reports are used, Contractor's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Contractor's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Contractor shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

### 3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

### 3.4 Limitations on Positions and Salaries

Contractor shall not pay any salaries which are higher than those authorized in this Contract, or the Exhibits thereto, including this Exhibit Q.

When this Contract is for **Workforce Investment Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the

Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address: <http://www.edd.ca.gov/JobsandTraining/ActiveDirectives.htm>.

For purposes of establishing a reasonable level of compensation for Contractor's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one contract or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) contract or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Contractor shall not make retroactive salary adjustments for any employee without prior written approval from County's Project Director.

### 3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transaction, or reconciling bank accounts.

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

### 4.0 Bonding – All officers, employees, and contractors who handle cash or have access to Contractor's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Paragraph 8.25 (Insurance Coverage) of this Contract.

## C. COST PRINCIPLES

### 1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Contract. Contractor shall use these Contract Funds on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and

necessary costs of providing Services and are allowable in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

- 1.1 Contractor is responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), which is available on-line at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

1.2 Limitations on Expenditures of Contract Funds

Contractor shall comply with this Contract and the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.). The Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), defines direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor should request advance written approval from

County's Project Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Contract, Exhibit A (Statement of Work), this Exhibit Q, and Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), shall be resolved by giving precedence as follows:

- Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.)
- Contract
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

1.3 Expenses Incurred Outside the Contract Period

Expenses charged against Contract Funds may not be incurred prior to the effective date of this Contract, or subsequent to this Contract's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Contract may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Contract between Contractor and County are not allowable. Expenses charged against Contract Funds during any Fiscal Year period may not be incurred outside of that Fiscal Year period.

1.4 Budget Limitation

Expenses may not exceed the maximum limits shown on Exhibit X; (Budget).

1.5 Unspent Funds

Contractor shall return any unspent Contract Funds to County unless otherwise permitted by this Contract. In addition, County will determine the disposition of unspent Contract Funds upon expiration or termination of this Contract and at the end of each Fiscal Year period.

1.6 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

2.0 Allocable Expenses

When Contractor provides services in addition to the Services required under this Contract, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), Contractor shall define its allocable expenses as either direct or indirect costs (as defined in Sub-sections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

Contractor shall maintain documentation of allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

2.1 Direct Costs

Unless otherwise set forth in this Contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Contractor's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.



For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees working in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of Contractor's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), describes the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all

allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

#### Direct Allocation Method

This method can also be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

#### Multiple Base Allocation Method

This method can be used when Contractor's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

#### Negotiated Indirect Cost Rates

Contractor has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Contractor must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Contractor's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If Contractor has a Federally approved indirect cost rate, Contractor shall submit a copy of the approval letter to County's Contract Project Monitor upon request.

#### D. UNALLOWABLE COSTS

Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200.421 et seq.) addresses the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)
- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Advertising and public relations
- Entertainment/alcoholic beverages

Additionally, Contractor shall not use Contract Funds to repay disallowed costs.

#### E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE

1.0 Contractor shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Contractor shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any subcontractors when that fraud affects its Contract with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Contractor's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records
- Violation of conflict of interest requirements; etc.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Contract as solely determined by County.

- 3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: [www.lacountyfraud.org](http://www.lacountyfraud.org)  
E-Mail Address: [Hotline@auditor.lacounty.gov](mailto:Hotline@auditor.lacounty.gov)  
Fraud Hotline: (800) 544-6861  
Fax: (213) 633-0991  
Mail: Office of County Investigations  
500 W. Temple St., Room 515  
Los Angeles, CA 90012

4.0 User Complaint Report

- 4.1 County's staff shall complete the User Complaint Report (UCR) to report Contractor's non-compliance with the requirements of this Contract. Areas of Contractor's non-compliance include, but is not limited to, the following:
- Contractor's Project Manager or other staff not responding to messages/requests from County staff.
  - Contractor's Project Manager or other staff does not attend trainings/meetings required by County.
  - Contractor staff changes without prior notification to County.
  - Illegal or inappropriate behavior by Contractor's staff.
  - Contractor not submitting reports/documents or maintaining records as required.
  - Contractor not complying with the quality assurance requirements as specified in this Contract.
- 4.2 County's Contract Project Monitor shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Contract in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Contract, terminating this Contract or any other remedies that are available in this Contract. The UCR may also be used during County's solicitation process to evaluate Contractor's past performance on this Contract in addition to being used when Contractor requests a reference from County for purposes of applying for other grants.

## EXHIBIT R (JOINT FUNDING REVENUE DISCLOSURE)

**List all revenue coming to Contractor (including foundation grants and donations). Use additional pages as necessary.**

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			
GRAND TOTAL OF ALL PAGES			

Contractor's Name

Contract Number

Name of Preparer (Print)

Date Prepared



## **EXHIBIT S (PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)**

### **I. GOVERNING REGULATIONS AND POLICIES**

- A. If this Contract indicates that Contractor may purchase Fixed Assets, Non-Fixed Assets and Supplies using Contract Funds, pursuant to Paragraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies), Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Contract Funds (i.e., Federal, State or County/local monies), Contractor shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:
  - 1.0 The requirements of this Exhibit S
  - 2.0 Administrative requirements, procurement standards and cost principles outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
  - 3.0 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.
- B. Throughout this Exhibit S, references will be made to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.). These references shall mean that Contractor shall follow the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) that apply to Contractor based on the type of Program being funded through this Contract (e.g., Area Agency on Aging Programs, Workforce Investment Act Programs, etc.) and the type of entity that best describes Contractor's organization (e.g., non-profit, local government, educational institution, etc.).
- C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Contractor shall exercise the same due diligence and care required for the purchase, inventory

and disposal of Fixed Assets and Non-Fixed Assets when Contractor uses Contract Funds to purchase Supplies.

- D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.), the conflict shall be resolved by giving precedence to the governing Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

## II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

### A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. which are not consumed/sold during the normal course of Contractor's business under this Contract.

1.2 Has a unit acquisition cost that is \$5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to



make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would not meet the \$5,000 unit acquisition cost threshold.

- 1.3 Has a normal useful life of at least one (1) year.
- 1.4 Is used to conduct Contractor's business in the performance of the Work required under this Contract. Such asset must provide a direct benefit to the Program and Services.
- 1.5 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement(s) for the same/similar purpose as this Contract. Such purchases must be allowable and allocable under the requirements of this Contract. For purposes of this Contract, a Predecessor Agreement(s) shall mean a contract between County and Contractor that was executed prior to this Contract for the same/similar Program Services as this Contract, and such contract has expired or terminated.
- 1.6 Must be ordered or purchased prior to the last three months of the Contract Term, unless the acquisition is pre-approved by County.

B. Non-Fixed Asset

- 1.0 A Non-Fixed Asset is an item which has all of the following attributes:
  - 1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Sub-section II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.
  - 1.2 Has a unit acquisition cost that is less than \$5,000 but is at least \$500, or has a unit acquisition cost that is less than \$5,000 but is at least \$300 if it was purchased under a Predecessor Agreement(s).

- 1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.
- 1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.
- 1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.
- 1.3 Has a normal useful life of over one (1) year.
- 1.4 Is used to conduct Contractor's business in the performance of the Work required under this Contract. Such asset must provide a direct benefit to the Program and Services.
- 1.5 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Contract.

C. Usage of the Term "Assets"

- 1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Sub-

section II.A (Fixed Asset), herein, and Sub-section II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term “Assets” shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter “Assets”).

#### D. Types of Assets

- 1.0 Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.
  - 1.1 An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.
  - 1.2 Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.
- 2.0 Improvements and Betterments are products that typically do not increase the physical size of the unit.
  - 2.1 Requirements for Area Agency on Aging (AAA) Programs, Adult Protective Services Program, Dispute Resolution Program and Workforce Investment Act (WIA) Programs
    - 2.1.1 Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).
    - 2.1.2 An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Sub-section II.A (Fixed Asset), herein.
    - 2.1.3 Examples of Fixed Assets that might be improved or bettered include roads, bridges,

curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.

## 2.2 Requirements Exclusive to Community Services American Indian Block Grant Program

2.2.1 For purposes of the Community Services American Indian Block Grant Program, Improvements and Betterments shall only include low-cost residential weatherization or other energy-related home repairs.

2.2.2 Such Improvement or Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Sub-section II.A (Fixed Asset), herein.

2.2.3 The purchase or improvement of land or the purchase, construction or permanent improvement of any building or other facility except as provided in this Sub-section II.D.2.2, herein, is strictly prohibited.

3.0 Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

3.1 The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

3.2 Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

4.0 Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

## E. Supplies

1.0 Supplies are items which have all of the following attributes:

- 1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).
- 1.2 Have a unit acquisition cost that is less than \$500, or less than \$300 if purchased under a Predecessor Agreement(s).
- 1.3 Are necessary for Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.
- 1.4 Are either purchased with Contract Funds and/or were acquired by Contractor under a Predecessor Agreement(s).

### III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Contractor shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.
- B. Management of Assets and Supplies
  - 1.0 To prevent misuse, destruction or theft, Contractor shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.
  - 2.0 During the entire term of this Contract, Contractor is responsible for the replacement or repair of Assets until Contractor has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.
  - 3.0 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
  - 4.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Contract. When no longer needed for that purpose, Contractor shall treat them as

prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

- 5.0 Contractor may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Contract for that use.

C. Loss, Destruction or Theft of Assets

- 1.0 Contractor shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Contractor shall report such loss, destruction or theft as follows:
  - 1.1 Contractor shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.
  - 1.2 Contractor shall notify County's Project Director by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Contractor shall prepare an Incident Report, as described below, which shall be provided to County's Project Director.
  - 1.3 Incident Report
    - 1.3.1 At a minimum, Contractor's Incident Report of such loss shall contain the following elements:
      - 1.3.1.1 Identification of the Asset(s)
      - 1.3.1.2 Recorded value(s) of each Asset
      - 1.3.1.3 Facts relating to the crime
      - 1.3.1.4 A copy of the police report, where appropriate
    - 1.3.2 Contractor shall retain the Incident Report pursuant to the record retention requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

- 2.0 Contractor agrees to indemnify County for any loss resulting from the use of any Assets.

#### IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

- A. Any Asset purchased with the Federal portion of Contract Funds, if any, and/or with Contractor's required matching contributions may not be depreciated or capitalized.
- B. Any Asset purchased with the non-Federal portion of Contract Funds, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor's acquisition policies.
- C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:
  - 1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
  - 2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Contractor to satisfy funding matching requirements.
  - 3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
  - 4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Contractor.

#### V. TITLE TO ASSETS

- A. Assets Purchased with Contract Funds
  - 1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County

retains title to all Assets used in the performance of this Contract).

B. Assets Purchased Under a Predecessor Agreement(s)

- 1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

C. Title to Vehicles

- 1.0 County retains title to vehicles that are purchased with Contract Funds. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.
- 2.0 Vehicles shall be registered only in the name of Contractor. Such registration applies to all vehicles which are purchased with Contract Funds as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

D. Throughout the entire term of this Contract, Contractor shall adhere to the following:

- 1.0 Contractor shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of this Contract.
- 2.0 Contractor shall ensure that each vehicle driver has a current, valid California driver's license.

VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS

A. Necessary Prior Approval to Purchase Fixed Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program and Dispute Resolution Program

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than \$5,000 of Contract Funds to purchase the Fixed Asset.



- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
  - 3.0 Contractor shall submit a written request to County's Project Director to obtain authorization to purchase such Fixed Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.
  - 4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.
  - 5.0 County's approval of Contractor's Budget (as defined in Exhibit P (Definitions)) does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.
  - 6.0 Examples
    - 6.1 If Contractor intends to purchase an item, which costs \$5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use \$2,500 of Contract Funds to purchase this Fixed Asset, prior approval is not required.
    - 6.2 If Contractor intends to purchase an item, which costs \$5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use \$5,700 of Contract Funds to purchase this Fixed Asset, prior written approval is required.
- B. Necessary Prior Approval to Purchase Assets for Area Agency on Aging (AAA) Programs
- 1.0 Prior to purchasing or acquiring any Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than \$500 of Contract Funds to purchase the Asset.

- 2.0 Prior approval is not required for the purchase of Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- 3.0 Contractor shall submit a written request to County's Project Director to request authorization to purchase such Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Asset is purchased.
- 5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Asset. Once all written approvals have been received, Contractor shall then include the Asset in its Budget and proceed with the purchase.
- 6.0 Examples
  - 6.1 If Contractor intends to purchase an item which costs \$475 and Contractor will use \$475 of Contract Funds to purchase this item, prior approval is not required.
  - 6.2 If Contractor intends to purchase an item, which costs \$550 and Contractor will use \$500 of Contract Funds to purchase this item, prior written approval is required.

C. Necessary Prior Approval to Purchase Fixed Assets for Workforce Investment Act (WIA) Programs

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any portion of Contract Funds to purchase the Fixed Asset.
- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in

accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

- 3.0 Contractor shall submit a written request to County's Project Director following the instructions provided in WIA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address: [http://www.worksourcecalifornia.com/information/wib\\_LAcounty.htm](http://www.worksourcecalifornia.com/information/wib_LAcounty.htm) (there is an underscore between *wib* and *LAcounty*).
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.
- 5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.
- 6.0 Examples
  - 6.1 If Contractor intends to purchase an item which costs \$4,500 and Contractor will use \$4,500 of Contract Funds to purchase this item, prior approval is not required.
  - 6.2 If Contractor intends to purchase an item which costs \$5,100 and Contractor will use \$4,500 of Contract Funds to purchase this item, prior written approval is required.

## VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

- A. Necessary Prior Approval to Dispose of Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program, Dispute Resolution Program and WIA Programs
  - 1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of

the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

- 2.0 Contractor shall contact County's Project Director to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.
- 3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Project Director attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Contract.
- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

B. Necessary Prior Approval to Dispose of Assets for AAA Programs

- 1.0 Contractor shall obtain prior written approval from County (and State) in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.
- 2.0 Contractor shall contact County's Project Director to obtain specific instructions on how to request prior approval, and Contractor shall adhere to all County and State requirements for the disposal of these Assets.

- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Project Director attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Contract.
- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

C. Necessary Prior Approval to Use Program Income from Sales Revenue

- 1.0 Contractor shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 2.0 Contractor shall contact County's Project Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the use of such Program Income.

## VIII. PURCHASE REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Contractor shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.
- B. Cost Requirements
  - 1.0 Contractor shall perform a cost or price analysis prior to the purchase of an Asset.

- 1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Contractor shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
  - 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
- 2.0 Contractor shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
- 3.0 Contractor shall avoid purchasing unnecessary or duplicative items. Contractor shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).
- 4.0 Contractor shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Contractor as well as any charges for taxes, delivery/shipping, etc.
- 5.0 Contractor shall only charge the true actual cost of the Asset to this Contract. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Contract shall not be charged by Contractor to another grant, program or contract.

C. Competitive Procurement

- 1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

- 2.0 Contractor shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Contractor or Contractor's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Contractor shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source Procurement (Non-competitive Procurement)
  - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.
  - 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) and at least one (1) of the following applies:
    - 6.2.1 The Asset is available only from a single source/vendor.
    - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
    - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
    - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

- 6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.
- 7.0 Contractor shall ensure that solicitations for Assets provide:
  - 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
  - 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
  - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
  - 7.4 Description of specific features of “brand name” products or an equivalent that bidders are required to meet when such items are included in the solicitation.
  - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.
  - 7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.
- 8.0 Contractor shall make an effort to utilize small businesses, minority-owned firms and women’s business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

D. Procurement Instrument

- 1.0 Contractor shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price contracts, cost reimbursable contracts, etc.



- 2.0 Contractor shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.
- 3.0 “Cost-plus-a-percentage-of-cost” or “percentage of construction cost” methods of contracting shall not be used.

E. Documentation Requirements

- 1.0 Contractor shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).
- 2.0 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Contractor’s Budget
  - 4.1 Contractor shall report Assets purchased with Contract Funds on the Budget. Prior to reporting Assets on the Budget, Contractor shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.
  - 4.2 Assets purchased by Contractor shall match the Assets reported on the Budget.
  - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Contractor shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
  - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Contractor shall submit a Budget Modification to County’s Project Director before the end of the Fiscal Year pursuant to Paragraph 9.9 (Modifications) of this Contract.

## 5.0 Additional Documentation Requirements for AAA Programs

5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:

5.1.1 Contractor shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.

5.1.2 The supporting documents shall be submitted to County's Project Director at the same time that Contractor submits its invoice to County for the Asset.

F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.

G. Assets purchased either wholly with the Federal share of Contract Funds and/or with any required Contractor matching contribution shall be charged directly to the Program.

## IX. INVENTORY REQUIREMENTS FOR ASSETS

A. The following requirements are applicable only to Assets. However, Contractor shall exercise reasonable care in the maintenance and tracking of Supplies.

### B. Asset Bar Code Identification Tags

1.0 Contractor shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.

2.0 Contractor shall notify County's Project Director to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Contractor shall provide County full access to these Assets so that County can affix the tags on each Asset.

### C. Inventory Tracking

1.0 Every two (2) years, or more frequently as requested by County, Contractor shall conduct a physical inventory of all Assets and shall document its activities. Contractor shall

reconcile the results with Contractor's Asset accounting and inventory records.

- 2.0 Contractor shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).
- 3.0 As part of its inventory tracking, Contractor shall verify the existence, current utilization and continued need for Assets.
- 4.0 Contractor shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Contractor shall remove these Assets from its accounting and inventory records. Contractor shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

- 1.0 Annually, Contractor shall prepare a written report of all Assets, and shall submit such report to County's Project Director using the information provided herein.

1.1 Reporting Cumulative Assets

- 1.1.1 At the beginning of each Fiscal Year, Contractor shall prepare a cumulative report of all Assets which are currently in Contractor's possession. In the event that Contractor has properly disposed of Assets (according to the procedures outlined in this Exhibit S) then Contractor shall exclude those disposed Assets from this cumulative inventory report. Contractor shall use Exhibit T (Inventory Control Form), as described in Sub-section IX.D.2.0 (Inventory Control Form), herein, as the mechanism to report these Assets.

1.2 Reporting Current Fiscal Year Assets

- 1.2.1 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Contractor shall complete its report of all

Assets purchased during that Fiscal Year (please refer to Appendix C (Sample Contract) for additional details on the Closeout process).

- 1.2.2 During any Fiscal Year in which Contractor does not purchase any Assets, Contractor shall prepare an Inventory Letter in lieu of completing the Inventory Control Form, as described in Subsection IX.D.3.0 (Inventory Letter), herein.

## 2.0 Inventory Control Form

- 2.1 On an annual basis or more frequently as requested by County, Contractor shall complete Exhibit T (Inventory Control Form) to report its Assets and shall submit it to County's Project Director.
- 2.2 Contractor shall maintain supporting records for all Assets reported on the Inventory Control Form including, but not limited to, receipts of purchase, purchase orders, etc.
- 2.3 County may require Contractor to submit such supporting records, which must be placed in sequential order (to match the order of the Assets listed on the Inventory Control Form), with the completed Inventory Control Form.
- 2.4 Contractor shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.
- 2.5 Contractor shall complete the Inventory Control Form by reporting the following Assets:
  - 2.5.1 Assets purchased during prior Fiscal Years.
  - 2.5.2 Assets purchased under a Predecessor Agreement(s).
  - 2.5.3 Assets which County has not authorized Contractor to dispose of (i.e., Contractor shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for each Asset).

- 2.6 If Contractor has multiple contracts with County, Contractor shall use a separate Inventory Control Form to report Assets for each contract.

### 3.0 Inventory Letter

- 3.1 On an annual basis or more frequently as requested by County, Contractor shall prepare the Inventory Letter, and shall submit it to County's Project Director. The Inventory Letter shall adhere to the following:
  - 3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Contract Funds during the prior Fiscal Year (and shall list the full term of the Fiscal Year; for example, July 1, 20XX – June 30, 20XX).
  - 3.1.2 It shall include Contractor's name, Contract number and the name of the Program.
  - 3.1.3 If Contractor has multiple Program components, Contractor shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Contract, the Program component is defined as the Work to be provided under this Contract which:
    - 3.1.3.1 Has its own defined Services, Clients and other specific requirements as outlined in Exhibit A (Statement of Work); and,
    - 3.1.3.2 Is funded with its own share of the Contract Funds.
  - 3.1.4 The Inventory Letter shall be signed and dated by Contractor's Authorized Representative.

## X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Contractor shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Contractor shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant

to Section VII (Approval Requirements for Disposing of Assets), herein.

- B. Consistent with Federal and State regulations, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.
- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
  - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
  - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Contract, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.
  - 3.0 Contractor may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
    - 3.1 Only after the Assets have first been offered to and declined in writing by County.
    - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Contractor. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Contractor employees; Contractor employees' family members; entities that conduct business or have a relationship with Contractor; Clients; etc.
- E. Disposition of Assets upon Dissolution of Contractor's Operations, Expiration or Termination of Contract or Termination of Program
  - 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:

- 1.1 After dissolution of Contractor's operations
- 1.2 Upon expiration or termination of this Contract
- 1.3 When the Program, for which Assets were purchased, has ended
- 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
- 3.0 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Project Director within the timeframe designated by County.
- 4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, State, County or another contractor.
- 5.0 To exercise the right referenced in Sub-section X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than ninety (90) days after expiration or termination of this Contract, notification of Contractor's dissolution or termination of the Program.

F. Supplies

- 1.0 Contractor shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

G. Current Fair Market Value

- 1.0 Contractor shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.
- 2.0 Contractor shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:
  - 2.1 Orion Computer Blue Book

- 2.2 Professional or expert appraisal
- 2.3 Public advertisement
- 2.4 Industry quotation
- 2.5 Other similar methods/resources

#### H. Sale of Assets

- 1.0 After receiving written approval from County for this action, Contractor may sell Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Contractor shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Contractor shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Contractor may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 4.0 After the sale of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Contractor shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Project Director along with the completed Inventory Control Form.

#### I. Transfer of Assets

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.



- 2.0 Contractor shall transfer Assets according to this order:
  - 2.1 To another program providing the same or similar service as that provided under this Contract.
  - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and shall submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.
- 4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Contractor shall forward copies of these receipts to County's Project Director along with the completed Inventory Control Form.

J. Donation of Assets

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.
- 2.0 To donate Assets, Contractor shall:
  - 2.1 Prepare an updated Inventory Control Form and submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
  - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Project Director along with the completed Inventory Control Form.
  - 2.3 Obtain liability waiver(s) for donated items. Contractor shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

- 2.3.1 Names and addresses of Contractor and recipient organization.
- 2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
- 2.3.3 Date when donation was received by recipient organization.
- 2.3.4 Certification statement to be attested to by recipient organization releasing Contractor from all liability for the donated Asset(s).
- 2.3.5 Name, signature and title of the recipient organization's authorized representative.

XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS

- A. Contractor shall be under a continuing obligation throughout the entire term of this Contract to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- B. Contractor's non-compliance with these requirements shall subject Contractor to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Paragraph 9.19 (Remedies for Non-Compliance) in this Contract. County may also impose the following remedies as warranted by the non-compliance:
  - 1.0 Disallow the cost for Assets purchased without prior written approval
  - 2.0 Require Contractor to remit payment for Assets which are not properly disposed or inventoried
  - 3.0 Remove those Assets from Contractor which are not properly maintained pursuant to the requirements outlined herein.

## XII. RECORDKEEPING

- A. Contractor shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.
- B. Contractor shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.

## EXHIBIT T (INVENTORY CONTROL FORM)

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	Description (Monitor, CPU, etc.)	Brand Name	Model Name or Model No.	Serial No.	Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	Purch. Date	Unit Price

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of the Contract and are in compliance with local, State, and federal regulations.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Contract Services

\_\_\_\_\_  
Fiscal Year

\_\_\_\_\_  
Completed By

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\* Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	Description (Monitor, CPU, etc.)	Brand Name	Model Name or Model No.	Serial No.	Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	Purch. Date	Unit Price

\* Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed

**EXHIBIT U (CERTIFICATION OF COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM)**

Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **and**

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **and**

It agrees to comply with County's Defaulted Property Tax Reduction Program during the term of this Contract.

**- OR -**

- ☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

**DECLARATION**

**I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Name of Authorized Representative (Print)

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

## **EXHIBIT V (CONTRACT MANAGEMENT SYSTEM – CONTRACTOR’S GATEWAY TERMS AND CONDITIONS OF USE)**

- 1.0 County has developed the Contract Management System – Contractor’s Gateway (hereafter “System”), an automated system designed to electronically manage this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 2.0 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include this Exhibit V (hereafter “Terms and Conditions of Use”), the Contract Management System- Contractor’s Gateway User Acknowledgement Agreement (“User Acknowledgement Agreement”), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of this Contract, and/or other actions which County may take at its sole discretion.
- 3.0 System Access and Control
  - 3.1. Contractor shall access the System using the following Uniform Resource Locator (URL) link:  
[https://gateway.css.lacounty.gov:4443/OA\\_HTML/AppsLogin](https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin) (please note there is an underscore between “OA” and “HTML” in the URL).
  - 3.2. Contractor shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County’s prior written authorization or unless required by Federal, State or Program regulations.
  - 3.3. Unauthorized access by Contractor to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.
  - 3.4. Accessing the System During Non-Business Hours
    - 3.4.1. County recommends that Contractor does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).
    - 3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

- 3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1<sup>st</sup>, July 4<sup>th</sup>, December 25<sup>th</sup>, etc. of each year. Contractor may obtain a current list of County-recognized holidays from County's Project Director.

#### 4.0 System Protocols and Security

- 4.1. Digital communications that occur between Contractor and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.
- 4.2. The System's URL provides an assurance to County and Contractor that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "<https://>" rather than the standard "<http://>", where the "s" in "<https://>" stands for "secure".
- 4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.
- 4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Contractor shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

#### 5.0 User Accounts

##### 5.1. Designation of Users

- 5.1.1. Contractor shall designate Contractor Employees (Users) who shall be responsible for operating the System on Contractor's behalf.
- 5.1.2. For purposes of this Terms and Conditions of Use, a Contractor Employee is defined as a staff member on Contractor's payroll who works on this Contract.
- 5.1.3. Contractor shall obtain prior approval from County to designate an account for each User who accesses the System. Contractor shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.



## 5.2. User Account Classification

5.2.1. User accounts are classified as either View-Only or Administrative. Contractor shall designate a classification for each User when requesting approval for a User account.

5.2.2. There are two (2) types of User account classifications:

5.2.2.1. View-Only User: A User who can access the System to view all Contract documents and agency information.

5.2.2.2. Administrative User: A User who can access the System to view all Contract documents and agency information, submit Contract documents to County, update Contractor's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.

## 5.3. Active and Inactive User Accounts

5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).

5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.

5.4. Contractor shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:

5.4.1. Contractor shall designate at least one (1) Administrative User at the level of Contractor's Project Director.

5.4.2. Contractor shall designate at least one (1) User who has delegated authority to execute this Contract. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.

5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Contract Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).

## 5.5. Requesting User Accounts

5.5.1. Contractor shall obtain prior approval from County in order to establish User accounts in the System. Contractor shall follow these general guidelines to obtain County's approval:

5.5.1.1. Contractor shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

5.5.1.2. Contractor shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Contractor's Authorized Representative shall review and sign the form. Contractor shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

5.5.1.3. Contractor shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Contract Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

5.5.1.4. Contractor shall create a profile for each User in the System.

5.5.1.5. Upon County's receipt of the User profile submitted by Contractor, County will review User's profile and Employee's completed User Acknowledgement Agreement.

5.5.1.6. County will inform Contractor whether the User account has been approved or rejected.

## 5.5.2. Approved and Rejected User Accounts

5.5.2.1. Upon approval of Contractor's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

5.5.2.1.1. User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Contractor's request for a User account, County will follow-up with Contractor to discuss the reason(s) for rejecting Contractor's request for a User account.

5.5.3. Contractor's Assurances Upon Creating User Accounts

5.5.3.1. Contractor is responsible for the conduct of all Users who access and utilize the System. Contractor shall ensure that Contractor and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Contractor shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Contract Document Deliverable. Contractor shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Contractor shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Contractor.

5.6. User Name and Password

5.6.1. Contractor shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Contractor shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.

- 5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

## 5.7. Change in User's Status

- 5.7.1. When a User's status changes (e.g., he/she is no longer employed by Contractor or User's responsibilities change), Contractor's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.

- 5.7.2. Contractor shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Contract.

### 5.7.3. New Employees/Users

- 5.7.3.1. When Contractor determines that a new Employee shall receive a User account, Contractor shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.

- 5.7.3.2. Prior to requesting a new User account, Contractor shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).

- 5.7.4. Contractor shall regularly review all User account information to ensure accuracy and completeness. Contractor shall ensure that updates are completed whenever administrative changes occur.

- 5.7.5. If County determines at its own discretion that Contractor is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Contractor shall provide sufficient justification for these frequent User account updates.

## 6.0 General Policies for Use

- 6.1. County information technology resources are to be used solely for County business purposes.
- 6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement

future enhancements to the System. Contractor shall ensure that Contractor and Users adhere to all policy updates as well as any new procedures for using System enhancements.

### 6.3. Data Integrity

6.3.1. Contractor shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:

6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.

6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.

6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).

6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).

6.3.2. Contractor's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.

### 6.4. E-Mail Alerts and Notices

6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Contract (or Amendments), request for Contract Document Deliverables, notification of expired Contract Compliance Document Deliverables, etc.

6.4.2. Contractor shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Contract-County) in this Contract and Exhibit E (County's Administration). Contractor shall appropriately respond to all requests for documentation, promptly

adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

## 6.5. Administrative Changes

- 6.5.1. Pursuant to Paragraph 7.0 (Administration of Contract-Contractor) and Paragraph 8.34 (Notices) of this Contract, Contractor shall designate its authorized staff by using Exhibit F (Contractor's Administration). Further, Contractor shall initiate any changes in its staff, including those listed on Exhibit F (Contractor's Administration), by giving written notice to County.
- 6.5.2. When changes to Contractor's staff, address or other items requiring written notice are necessary, Contractor shall:
  - 6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Contract.
  - 6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.
- 6.5.3. Implementation and use of the System shall not excuse Contractor from adhering to the requirements for providing proper written notice to County when changes occur in Contractor's administration.

## 7.0 Monitoring

- 7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.
- 7.2. County reserves the right to administer, monitor, audit and/or investigate Contractor's access to and use of County's information technology resources (i.e., System, e-mails, Contractor-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Contractor's non-compliance.
- 7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Contractor's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:
  - 7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

- 7.3.2. Contractor not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).
- 7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).
- 7.3.4. Contractor frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

## 8.0 System Maintenance and Technical Assistance

- 8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.
- 8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:
  - 8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).
  - 8.2.2. County's Administrators
    - 8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or [tsotso@css.lacounty.gov](mailto:tsotso@css.lacounty.gov).
    - 8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (213) 739-7393 or [ltran@css.lacounty.gov](mailto:ltran@css.lacounty.gov).
  - 8.2.3. County will follow-up on requests for assistance from Contractor within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).

## EXHIBIT W

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

The Performance Requirements Summary (PRS) Chart is a listing of the minimum required services/tasks that will be monitored during the Contract term.

All listings of required services or standards used in this Performance Requirements Summary Chart are intended to be completely consistent with the terms and conditions of Exhibit A (Statement of Work) and the Contract and are not meant in any case to create, extend, revise, or expand any obligation of the WIOA TITLE I IS PROGRAMS CONTRACTOR (Consultant) beyond that defined in the terms and conditions of Exhibit A (Statement of Work) and the Contract. In any case of apparent inconsistency between required services or standards as stated in the terms and condition of Exhibit A (Statement of Work) and the Contract, and this Performance Requirements Summary (PRS) Chart, the terms and conditions of Exhibit A (Statement of Work) and the Contract shall prevail.

Specific Work Requirements	Service	Deliverables	Remedies for Non-Compliance
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.1	<b>Technical Assistance and Support:</b> Provide support to the County in connection to the program implementation process such as developing and offering trainings and consultation, as necessary, and shall coordinate other efforts towards the implementation of the WIOA IS model of the Title I Programs.	Within 30 days from the execution of the contract, the Contractor shall provide WIOA Program staff with a timeline for the completion of Specific Tasks, Section 10.0 of SOW.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.2	<b>Response to Requests and Inquiries:</b> Respond to WIOA program staff regarding any request from County for information or documents related to WIOA programs within 24 hours.	Contractor shall respond or provide WIOA Program staff and CSS Executive Management information or documents related to WIOA at their request and within 24 hours per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.



**EXHIBIT W**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Specific Work Requirements	Service	Deliverables	Remedies for Non-Compliance
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.1	<b>Training Manual of Standard Operating Procedures:</b> Work with County WIOA program staff to develop a preliminary training manual of Standard Operating Procedures for the anticipated WIOA service providers to implement process and program standards, thereby achieving uniformity among the WIOA service providers in the provision and oversight of the redesigned WIOA Title I program services.	Contractor shall provide WIOA Program staff with a draft training manual of WIOA services Standard Operating Procedures per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.2	<b>Develop Data-Driven Programmatic Measuring and Monitoring Structure.</b>	Contractor shall provide WIOA program staff a documented system to mapout and measure AJCC's IS customer flow, critical service interventions, customer data-entry points per CalJobs as relate to performance, define IS roles and responsibilities for AJCC providers and WIOA CSS staff, and the other requirements delineated in the Contract per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.3	<b>Policy Review and Revision to Reflect IS Environment.</b>	Contractor shall review and revise County WIOA ISD policies and submit to WIOA Program staff, including priority of services, supportive services, data-entry guidelines, complaint and grievance policies, and resolution protocols per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.

**EXHIBIT W**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Specific Work Requirements	Service	Deliverables	Remedies for Non-Compliance
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.4	<b>Internal Capacity Building of County and EDD Staff and WIOA Service Provider Staff.</b>	Contractor shall provide WIOA Program staff training and training materials for WIOA service providers and EDD staff regarding customer flow and service elements, partner performance, continuous quality improvement and fiscal monitoring procedures to be used within IS model per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.5	<b>Ramp Up/Implementation Planning.</b>	Contractor shall provide WIOA Program staff documentation for functional job description of EDD and WIOA Program service provider staff within the IS model, disseminate WIOA design information to stakeholders, and guidelines to measure and monitor WIOA system program performance per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.6	<b>External Capacity Building with Successful WIOA Service Providers and EDD.</b>	Contractor shall provide WIOA Program staff training and training materials for IS model including Wagner-Peyser, customer's path through the system from entry to exit, CalJobs customer data-entry points and collaboration methods between WIOA service providers and EDD, analysis of Career Services and Training Services to identify each activity's performance per approved timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.

**EXHIBIT W**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Specific Work Requirements	Service	Deliverables	Remedies for Non-Compliance
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.7	<b>Implementation of IS Model.</b>	Contractor shall provide WIOA Program staff documentation of the detailed IS model implementation timeline.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.8	<b>Professionalization of WIOA Service Providers' Staff.</b>	Contractor shall provide WIOA Program staff documentation of required competencies in administration and management for WIOA service provider staff and identify a credential program for WIOA service provider staff.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.9	<b>IS Model Implementation Evaluation and Recommendations.</b>	Contractor shall provide WIOA Program staff an evaluation document of the WIOA IS model implementation including qualitative and quantitative review and recommendations for WIOA services provider improvements per approved.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.

**EXHIBIT W**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Specific Performance Reference	Service	Deliverables	Deduction/Fees To Be Assessed
SOW: Paragraph 10.0, Specific Work Requirements, Subparagraph 10.1.1.3.10	<b>Marketing Plan for WIOA Service Providers.</b>	Contractor shall provide WIOA Program staff documentation containing a marketing plan for WIOA service providers to use for outreach to customers for WIOA services.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
Contract: Paragraph 9.24.3 - Contract Compliance Documents; Paragraph 9.24.5 - Reporting Documentation; Paragraph 9.25, Fiscal Reporting Requirements	Follow established record procedures by tracking, documenting, and reporting actual services rendered while meeting deadlines. Provide documentation and a final year-end report in a timely manner, in line with the established timeframe.	Contractor shall provide WIOA Program staff a monthly service report and a monthly invoice per Appendix C, Sample Contract, Paragraph 5.10, Invoices and Payments, and shall maintain all records for program, fiscal, and administrative monitoring review by Auditor-Controller and other authorized representatives of CSS.	If CONTRACTOR performance does not meet the COUNTY will have the option to apply one or all of the following:  1) Corrective Action Plan; 2) Suspension of Payment; 3) Suspension of Contract; 4) Reduce and reallocate funds; and 5) Termination of Contract.
Contract: Paragraph 7.0, Administration of Contract - Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation	\$50 per occurrence.

**EXHIBIT W**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Specific Performance Reference	Service	Deliverables	Deduction/Fees To Be Assessed
Contract: Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.38, Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38.	Inspection of files	\$50 per occurrence.
Contract: Paragraph 8.0, Standard Terms and Conditions, Subparagraph 8.40, Subcontracting, Subparagraph 8.40.1	Contractor shall obtain County's advance written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract.
SOW: Paragraph 4.0, Quality Assurance Plan, Subparagraph 4.1, Meetings	Contractor representative to attend all meetings.	Attendance	\$50 per occurrence.
SOW: Paragraph 6.0, Responsibilities, Subparagraph 6.6, Trainings, Subparagraph 6.6.5	Contractor representative to attend all mandated trainings.	Attendance	\$50 per occurrence.

**EXHIBIT W**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Specific Performance Reference	Service	Deliverables	Deduction/Fees To Be Assessed
Contract: Paragraph 8.24, General Provisions For All Insurance Coverage and Paragraph 8.25, Insurance Coverage	Contractor shall obtain and maintain all licenses and certifications.	Inspection of documents.	Immediate suspension or termination.
Contract: Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.25, Insurance Coverage, Subparagraph 8.25.8, Privacy and Network Security Coverage	Contractor shall obtain and maintain privacy and network security coverage.	Inspection of insurance certification.	Immediate suspension or termination.

**BUDGET**  
**CONSULTANT FOR IMPLEMENTATION OF**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TITLE I**  
**INTEGRATED SERVICES (IS) PROGRAMS**

Exhibit X  
Contract No. \_\_\_\_\_  
Page 1 of 4

**BUDGET SUMMARY**

PROPOSER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CONTACT PHONE: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_ CONTACT EMAIL: \_\_\_\_\_

**A. FUNDING SUMMARY**

GRAND TOTAL COST	
\$	-

**B. PERSONNEL COSTS & NON-PERSONNEL COSTS**

PERSONNEL AND NON-PERSONNEL COSTS	
LINE ITEM	COST
Staff Salaries & Wages	
Staff Fringe Benefits	
Non-Personnel Costs	
Total	\$ -

**C. OTHER BUDGET COSTS**

OTHER BUDGET COSTS	
LINE ITEM	COST
Subcontractor Cost	
Total	\$ -

**BUDGET**  
**CONSULTANT FOR IMPLEMENTATION OF**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TITLE I**  
**INTEGRATED SERVICES (IS) PROGRAMS**

Exhibit X  
Contract No. \_\_\_\_\_  
Page 2 of 4

**LINE ITEM**

PROPOSER NAME: \_\_\_\_\_ 0 \_\_\_\_\_

**B. PERSONNEL COSTS AND NON-PERSONNEL COSTS**

PERSONNEL COSTS	COST
Staff Salaries & Wages	
Staff Fringe Benefits	
<b>Subtotal Personnel Costs</b>	<b>\$ -</b>

NON-PERSONNEL COSTS	FORMULA/JUSTIFICATION	COST
Facility Rent		
Utilities (Telephone, Gas, Electricity, Water)		
Janitorial Services		
Maintenance Repairs		
Equipment Purchase/Lease <sup>1</sup>		
Office Supplies		
Training Materials		
Consumable Supplies		
Advertisement		
Print / Reproduction		
Professional Services/Consultants <sup>2</sup>		
Audit		
Travel <sup>3</sup>		
Meeting/Conferences		
Insurance:		
A) Liability/Automobile		
B) Building		
Staff Training/Workshops/TA		
Other		
<b>Subtotal Non-Personnel Costs</b>	<b>\$</b>	<b>-</b>

**Notes:**

<sup>1</sup> Equipment purchase/lease agreements require prior County approval

<sup>2</sup> Professional Services/Consultant/Subcontractors require prior County approval

<sup>3</sup> Travel is limited to (2) two staff and requires prior County approval



**BUDGET**  
**CONSULTANT FOR IMPLEMENTATION OF**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TITLE I**  
**INTEGRATED SERVICES (IS) PROGRAMS**

Appendix D  
Exhibit X  
Contract No. \_\_\_\_\_  
Page 3 of 4

**PERSONNEL COST DETAIL**

PROPOSER NAME: \_\_\_\_\_ 0 \_\_\_\_\_

STAFF SALARIES AND WAGES				
POSITION/TITLE	SALARY/RATE	PERCENTAGE OF TIME SPENT ON PROGRAM	QUANTITY	TOTAL AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Subtotal Staff Salaries and Wages</b>	<b>\$ -</b>			<b>\$ -</b>

STAFF FRINGE BENEFITS			
BENEFIT	RATE	PERCENTAGE	TOTAL AMOUNT
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Subtotal Staff Fringe Benefits</b>			<b>\$ -</b>

**BUDGET**  
**CONSULTANT FOR IMPLEMENTATION OF**  
**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) TITLE I**  
**INTEGRATED SERVICES (IS) PROGRAMS**

Exhibit X  
Contract No. \_\_\_\_\_  
Page 4 of 4

**LINE ITEM**

PROPOSER NAME: \_\_\_\_\_ 0 \_\_\_\_\_

**C. OTHER BUDGET COSTS**

SUBCONTRACTOR NAME(S)	COST <sup>2</sup>
Subtotal Subcontractor Costs	\$ -

GRAND TOTAL (B and C)	\$ -
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**Notes:**

<sup>2</sup> Professional Services/Consultant/Subcontractors require prior County approval

**EXHIBIT Y**  
**INTENTIONALLY OMITTED**

## EXHIBIT Z (COUNTY RECOGNIZED HOLIDAYS)

New Year's Day.....	January 1
Martin Luther King Jr.'s Birthday .....	The third Monday in January
Presidents' Day .....	The third Monday in February
Memorial Day .....	The last Monday in May
Independence Day .....	July 4
Labor Day.....	The first Monday in September
Columbus Day.....	The second Monday in October
Veterans Day .....	November 11
Thanksgiving Day.....	The fourth Thursday in November
Friday after Thanksgiving .....	The fourth Friday in November
Christmas .....	December 25

\*If January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> fall upon a Saturday, the preceding Friday is a holiday.

\*If January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> fall upon a Sunday, the following Monday is a holiday.

(Los Angeles County Code Ordinance 96-0003 § 2, 1996)